

The Solicitors' Journal.

LONDON, APRIL 22, 1882.

CURRENT TOPICS.

THE CAUSE LIST of the Court of Appeal contains 48 appeals from the Chancery Division and 120 from the Queen's Bench Division, also 10 from the Probate, Divorce, and Admiralty Division, and 10 Bankruptcy appeals—making, in all, 188 appeals. Last sittings there were only 155 appeals in the list, and a year ago 151.

THE CAUSE LIST of the Chancery Division for the Easter Sittings, which will be found in another column, contains 65 causes before Vice-Chancellor BACON; 139 before Vice-Chancellor HALL, 60 of which are witnesses causes; 122 before Mr. Justice FRY, 84 of which are with witnesses; 114 before Mr. Justice KAY, and 178 before Mr. Justice CHITTY, 66 of which are with witnesses. These numbers make a total of 618. A year ago there were only 429, and at the commencement of the last sittings only 524.

A RETURN made pursuant to certain Acts confirms what we have always maintained—that the administration of civil justice in this country is self-supporting. It appears that in the year ending the 31st of March, 1881, the total receipts under the heads of the High Court of Justice, the Court of Appeal, the Court of Bankruptcy, and the Land Registry, were £619,393 18s. 8d. The total payments during that period were £626,470 2s. 3d.; but as these payments include, not only the salaries of the existing judges, which are legitimate charges, but the pensions of retired judges and Lord Chancellors (which far exceeded the deficiency), it will be seen that the fees paid by litigants cover the cost of the actual judicial and administrative power required to determine their causes.

AN AMERICAN LEGAL CONTEMPORARY recently took occasion to remark that MACLEAN's trial would show whether such matters could be managed better in England than they are in the United States. The result, we think, will not be unfavourable to our institutions. A comparison with GUILTEAU's case would be obviously unfair, for neither prisoner nor counsel in the recent trial resembled the abnormal specimens brought to light in the American case; but we apprehend that the proceedings at Reading will bear comparison with the best conducted trial across the Atlantic. And, what is more important, they contrast very favourably with too many of our recent criminal investigations. Ever since the trial of the Claimant there has been a tendency to relax the limits within which cases of public importance should be tried. We refuse to believe that in any case it can be necessary or expedient to multiply words and lengthen speeches and summings-up over many days and weeks, and we rejoice that in the trial of MACLEAN every one concerned seems to have set his face against this practice. The trial was fair, dignified, short, and unsensational. Higher praise can hardly be given, and let us hope that in the next great criminal investigation, where the circumstances may be less favourable to their manifestation, these characteristics will equally appear.

A WORTHY CONTEMPORARY, whose compassionate soul was recently afflicted by the sad fate of the Shanghai Bar, about to be "removed" by the operations of that dreadful "double-hopper dredge," last week turned his attention to the departed JUMBO, and placed on record his opinion that "a creature of JUMBO's tractable

habits and disposition could fairly be considered a 'domestic animal' within the meaning of the statutes 12 & 13 Vict. c. 92, and 17 & 18 Vict. c. 60." This is a very singular proposition. If all "creatures" of "tractable habits and disposition" are domestic, then the cobras in the Zoological Gardens, which everyone who knows anything of snake-charming will admit to be of "tractable habits and disposition," are domestic. According to the same standard, the sea-lion is singularly domestic, and probably the domesticity of the deceased whale at the Aquarium could also be satisfactorily established. We forbear to discuss the question of JUMBO's tractable habits and disposition, as developed during his attacks of "must," because as the lamented animal has passed out of the region in which English statutes are operative, it is perhaps a little late in the day to vex ourselves with the question whether they apply to him.

AN APPLICATION in an action made this week to Vice-Chancellor HALL to restrain the employment by the defendants of a solicitor who had been employed by the plaintiff to conduct a previous action against the defendants resulted in a rather important declaration of the rule on this subject. The doctrine that a solicitor who has acted for one party in an action will, in certain cases, be restrained from acting for the opposite party is as old as *Earl Cholmondeley v. Lord Clinton* (19 Ves. 261). In that case, a firm of solicitors who had acted for Lord CLINTON dissolved partnership, one of the terms of dissolution being that one of them, S., should, and the other, M., should not, continue to be Lord CLINTON's legal adviser. M. became solicitor for Earl CHOLMONDELEY for conducting certain suits against Lord CLINTON, and a motion was made for an injunction to restrain Earl CHOLMONDELEY from employing him for that purpose. Lord ELDON, as the point was new, consulted all the judges, and subsequently "declared the unanimous opinion of all the judges and the Barons of the Exchequer, the Master of the Rolls, and the Vice-Chancellor, agreeing with his own, that a solicitor is not at liberty to act in the manner proposed by M., and that, having thus left the cause, he is not in the situation of a solicitor discharged by the client, and, therefore, cannot become the solicitor for the other party in the cause." These observations have led to the impression that the rule does not apply to a solicitor who is discharged by his client, except for misconduct; and in *Parratt v. Parratt* (2 De G. & Sm. 262) Vice-Chancellor KNIGHT BRUCE lent some sanction to this notion by saying that in *Davies v. Clough* the solicitor had virtually discharged himself, while in the case before him the client had discharged the solicitor. In the case before Vice-Chancellor HALL this contention was raised, but the learned judge said that the principle was that a solicitor should not act contrary to his duty, "and it was essential to the interests of mankind that the jurisdiction should be extended to a case such as the present." We think no one will be found to contend that this decision is wrong; and the rule it lays down is simple and easily applied. It is that whenever a solicitor who has either discharged himself or been discharged by a client in any proceeding, is in possession of knowledge the communication of which to the other parties to such proceeding or to proceedings connected with it may unfairly prejudice his former client, he is debarred from acting for such other parties. And to this we may add Lord ELDON's suggestion "in doubtful cases abstain" is a good rule for the regulation of conduct.

LORD CAIRNS' CONVEYANCING BILL has been re-issued with an explanatory memorandum attached, in which we find the following remarks on clause 2, which proposes to protect solicitors and trustees dispensing partially with the investigation of title:—

"An objection is sometimes made to the present system of investigation of title to land on a sale or other dealing—namely, that the investigation has to be repeated every time there is such a sale or dealing. The object of clause 2 is to do away, in proper cases, with the necessity for such repetition. There are cases, for instance, in which, on the occasion of a purchase, the solicitor for the intending purchaser knows that the land has only lately been bought by the intending vendor, and that on that purchase the title was investigated and approved in a manner and under advice with which the intending purchaser's solicitor is satisfied; this clause would enable the second purchaser's solicitor, if he thought it expedient, to abstain from repeating the investigation of the title, and to thus save his client expense and delay. At present, a solicitor could not so abstain except on his own personal responsibility; while it would be contrary to his professional interest to so abstain. It is true, that with the new system of costs by way of commission or *ad valorem* to be established under the Solicitors' Remuneration Act of last session, these considerations are subject to some qualification; but clause 2 may still operate usefully in diminishing in some cases the expense of transfer of land." This altogether omits to deal with one objection we have always had to this clause. Before a solicitor can dispense with the investigation of title he must place himself in a position to prove that "the title shown to the property purchased has been previous *investigated* on behalf of a purchaser through whom the title is deduced." In order to ascertain this the solicitor for the second purchaser must obviously require the vendor's solicitor to produce the contract of sale to the vendor, his abstract and requisitions, and the replies to them. The purchaser's solicitor has to ask for the production of these before he is able to decide whether he will waive further investigation, or whether he will investigate the title afresh. How can the vendor's solicitor possibly consent to produce documents which will reveal to the purchaser all the questions which the vendor raised, and all the defects of title which he may have waived, upon his purchase?

IT WAS SUGGESTED to us, last week, by a correspondent, *apropos* of the question whether the use of trial by jury should not be restricted in civil cases, that it ought to be introduced in a class of criminal cases in which trial by judge now prevails—viz., cases of offences triable at petty sessions. Our correspondent says that the summary jurisdiction of magistrates is anomalous and contrary to all our English notions that a man in a criminal case is entitled to be tried by his peers. He also dwells on the tendency of magistrates to rely too much on the testimony of the police. We feel that there is a great deal in what our correspondent says, but we cannot, on the whole, agree with his suggestion. It appears to us that it would be, practically, extremely difficult and inconvenient, if not impossible, to carry it out. Petty sessions are held very frequently, and the duty of serving as jurymen is already sufficiently troublesome to persons whose own business is interrupted thereby. Moreover, it would be impossible to summon jurors from a distance once a week to petty sessions, and there are great objections to confining the choice of jurors to a small district. Our correspondent calls attention to the fact that in the county courts a jury may be required by either party. This is, no doubt, the case, but in practice, in the vast majority of cases, the parties are satisfied with the decision of the judge. If it were otherwise, we are disposed to think the system would be found a great burden. Admitting, as we do, the propriety of trial by jury in all important criminal cases, we think it will be found that there are many criminal cases of smaller moment for the purposes of which a summary jurisdiction is practically necessary, and the disadvantages of a jury would outweigh the advantages. The mode of administering justice in such smaller cases would cease to be properly called summary if trial by jury were introduced. In our opinion, the proper remedy for the evils to which our correspondent calls attention is the substitution of stipendiary magistrates for the unpaid justices of the peace. A professional man is more likely than a layman to be of judicial habits of mind, and less likely to be the subject of prepossession in favour of the evidence of the police.

IT IS ANNOUNCED that one of the recipients of the new Afghan medal is the Bishop of Lahore, who did duty with the Peshawur Valley field force prior to the signing of the Treaty of Gundamuk. While congratulating the right reverend recipient on his military decoration, we may perhaps venture to express a respectful hope that he will not by wearing it, be led into any difficulties by reason of the Constitution of Archbishop STRATFORD, which was intended to obviate the "miscarriage" of "the clergy apparelling themselves like soldiers rather than clerks"; or the provisions of the 74th Canon of 1603 (which Sir R. PHILLIMORE, in the *Purchas case*, said was still in force), which prescribes "that in private houses, and in their studies, persons ecclesiastical use comely and scholarlike apparel." A war medal may be comely, but it is hardly scholarlike.

THE RIGHT OF SUPPORT FOR BUILDINGS BY ADJACENT BUILDINGS.

THE case of *Lemaitre v. Davis* (L. R. 19 Ch. D. 281), recently decided by Vice-Chancellor Hall, is an important decision, as being a step further in the same direction as the now celebrated recent case of *Angus v. Dalton* (30 W. R. 191, L. R. 6 App. Cas. 740). In this case the question was as to the right of support for buildings from adjacent buildings, and it was suggested that *Angus v. Dalton* was not in point because it did not decide anything more than the existence of a prescriptive right to support from *land*. The Vice-Chancellor, however, very quickly disposed of this suggestion, holding that the decision in *Angus v. Dalton* applied to support from buildings as well as from land.

The decision in favour of the prescriptive right to support for buildings from buildings seems to involve a somewhat greater stretch than that in favour of the right to support from land, because there is a difference between the land itself and buildings attached to land which hardly seems to have been as yet fully considered—viz., the fact that the latter are apt to decay, and, if not repaired, to fall down. Therefore, if there be a right to support from a building, it would seem to follow that there is an obligation to keep that building in repair in order that it may afford support. This seems to increase the hardship pointed out by the late Lord Chief Justice in *Angus v. Dalton*. If it is hard that by reason of acts, which are in themselves lawful, and which, therefore, I cannot practically resist, my neighbour should acquire a right against me, so that I cannot do what I will with my land, this hardship seems greater when the question of support of buildings is involved. Not only can I not pull down my building, for which I have no further use, but I must, it would appear, keep it in repair for the purpose of supporting my neighbour's building, or provide on my land some substitute for the support it afforded. It is true that the acquisition of a right to support from a building does not, in the absence of exceptional causes, generally arise in the same way as a right to support from land. A building properly constructed should stand of itself without support from another building, and the acquisition of any right to support must generally involve some trespass *ab initio* which might have been detected and resisted. But in many cases of ancient buildings there may have been settlements of the soil, or from some such causes, though there was no trespass originally, one building may have come to lean on the other. In such cases, practically speaking, the thing arises from a gradual natural alteration of the physical circumstances, and, in reality, no action of trespass could be brought. If I erect a house on my soil, and the operation of natural causes gradually causes it to lean against my neighbour's house, and, consequently, slightly over my neighbour's land, even supposing there is a theoretical ground of action, practically it would be impossible to bring one. The truth is, that the laws which govern actual things will not fit with absolute exactness into our legal forms. Therefore, if there is a prescriptive right to support for buildings from other buildings, the hardship we speak of is undoubtedly in some cases involved, and somewhat curious questions might follow, which, as far as we know, have never been much discussed. With regard to land, the question of any obligation to actively preserve the existing state of things can but very seldom arise. The ground generally remains as it was if undisturbed by man, but still on a hill side it might be the case

that there would be slips. The land of A. slipping, that of B. might slip for want of its support. If such a thing arose from some sudden, extraordinary, unexpected operation of natural causes, or was in the natural course of events, however gradual, unavoidable except by disproportionate expenditure, it could hardly be suggested that A. was under any obligation to support his own land in order that it might support the land of B. Even if the catastrophe was reasonably avoidable by taking the proper steps, it might be doubted whether A. would in many cases be responsible. It might depend on circumstances. We see considerable difficulty about the matter. But if this be a doubtful question, wherein does the question of support of buildings by buildings differ, and how can it be put any higher than the natural support of land by land? Why, because it suited my predecessor in title to erect a building for which I have no further use, and because it suited a neighbour to avail himself for his own purposes of the support of that building, should I be bound to obviate in my neighbour's interest the natural consequence of the laws which govern all physical things, whether natural or artificial—viz., the decay of the building?

These are difficult questions from the speculative and theoretical point of view, but practically there would probably not be much difficulty or hardship involved. The result of *Angus v. Dalton* is to give effect to that theory of prescription which rests on practical convenience rather than abstract justice. All experience shows that it is on the whole for the benefit of the community that long enjoyment should be quieted, and that principle is the basis upon which all prescription rests. After a considerable lapse of time, that which was in its inception absolutely unjust and unlawful becomes lawful and just, and to interfere with it works practical injustice and wrong. There is, therefore, nothing really impossible in the theory that after a considerable period obligations may arise from the fact that one owner of land has permitted another's building to derive support from his. In most cases where this question arises—that is to say, in towns or villages—it is generally as much for the benefit of the owner of the servient tenement to keep it in repair as it is for the owner of the dominant tenement that it should be kept in repair.

It is to be observed in passing that the Vice-Chancellor adopts in a somewhat cursory manner the Lord Chancellor's *dictum* in *Angus v. Dalton* to the effect that the 2nd section of the Prescription Act applies to negative easements as well as to positive. The Lord Chancellor was, we believe, the only law lord who expressed an opinion on this point, but the Vice-Chancellor opines that Lord Coleridge agreed in it because of his general expression of concurrence with his brethren. It hardly seems to us that this very general concurrence is quite sufficient ground for supposing that Lord Coleridge agreed with everything said by each of them. The point cannot in many cases be said to be of much importance, because the decision in *Angus v. Dalton*, if it is not to be considered as establishing that negative easements are within the 2nd section of the Prescription Act, must be taken as so firmly and fully establishing the doctrine of lost grant as to render it in many cases immaterial whether the Prescription Act applies, but it is observable that in the case we are discussing the question was very material for reasons we will point out, and that this case belongs to a class of similar cases, so that the point decided by the Vice-Chancellor is of some considerable importance with regard to that class of cases. In this case an ecclesiastical corporation had, from time immemorial, been the owners of the servient tenement, and were clearly incapable of alienating. Therefore the doctrine of lost grant would have been, in this case, difficult of application. The Vice-Chancellor came to the conclusion that the fact that the property belonged to an ecclesiastical corporation was no impediment to a title being acquired under the Act. He seems to have decided this point also in a somewhat cursory way, and without discussing it much. He cites *Earl De La Warr v. Miles* (L. R. 17 Ch. D. 535) as an authority for his decision in this respect, but we cannot make out, on referring to that case, that it had much to do with the point.

It is stated that Mr. Edward Clarke, Q.C., M.P., has been elected a Bencher of Lincoln's-inn. Mr. Clarke was called to the bar in 1864, and was made a Queen's Counsel in 1880.

SOME NEW BANKRUPTCY PROPOSALS.

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PENDING the introduction by Mr. Chamberlain of the promised Bankruptcy Bill of the Government this session, two Bills have been introduced by private members, the first of which, bearing the names of three members sitting on the Opposition side of the House—viz., Mr. Dixon-Hartland, Mr. Gorst, and Sir E. Lechmere—is based upon the Government Bill of last session, which we have recently discussed at considerable length in these columns. Of course, it is not to be expected that the Government will allow this subject to be dealt with by a Bill introduced by private members, but it may be useful to consider the modifications in the Government proposals which are suggested by the Bill now before us, as it is probable that the Bill may be relegated to a committee along with the other Bills introduced or to be introduced. We, therefore, propose to pluck out shortly and discuss the changes suggested by this Bill from the Government Bill of last session.

Clauses 1 to 4 are in the same terms as the same clauses in the Government Bill of last year, except that, in sub-clause 1 of clause 4, the amount necessary to constitute a petitioning creditor's debt is fixed at £50 instead of £20. We have already expressed our approval of this in our comments upon the Government Bill (*ante*, p. 70).

In clause 5 the following additional fact is proposed to constitute an act of bankruptcy—viz., "That the debtor has suspended payment." We are afraid this is a very vague proposition, and it would take considerable litigation to determine exactly what would constitute a suspension of payment. We do not see any necessity for the proposal, and it would only have the effect of forcing matters into court prematurely and destroying any attempt to effect an arrangement privately. That may be a consequence which the ultra-reformers of the present day may deem beneficial, but we must confess that we do not share in that view.

Clauses 6 and 7 are the same as the Government Bill.

Clause 8 slightly varies the Government proposals by limiting the appointment of a receiver and manager prior to adjudication to the official receiver.

Clauses 9 to 11 are the same as the Government Bill.

In place of clause 12 of the Government Bill the following is proposed:—

"12.—(1.) The official receiver may, if in his opinion the interests of the creditors require it, appoint an *interim* manager for the conduct of the debtor's business, who shall account to him for the same, but the investigation of the debtor's affairs, report concerning them to the creditors, and custody of the books, shall be the duty of the official receiver.

"(2.) The court may continue, or on the application of any creditor or creditors, remove or replace such manager."

This appears to us to be a much more workable proposition than the one contained in the Government Bill, but still not without grave objections as the clause is drawn. We would suggest that provision should be made for the nominee of a majority of the creditors to be appointed manager in all such cases, and we doubt the policy of giving the court a power of reviewing the discretion of the official receiver.

In clause 13, sub-clause 1, the only alteration proposed is the omission of the words "or manager" from both the first and second lines.

In clause 14, sub-clause 1 the following alterations are proposed:—In line 4 "seven days" are inserted for "three days"; in line 5, after the words "make out," the following words are inserted: "with the assistance of a professional accountant," and, in substitution for the last paragraph, beginning with the words "but where any such statement," the following words are inserted: "The creditors, at their first meeting, shall allow, by ordinary resolution, out of the bankrupt's estate such sum as they shall consider just for the cost of preparation of such statement." We do not see any improvement in this upon the Government proposals, and think still, as previously expressed by us, that the costs of preparing the statement of affairs ought to be left to the court. Sub-clause 2 is not altered.

In clause 15, sub-clause 1, line 1, after the word "summon," the following words are inserted: "at such place as he shall deem the most convenient to the largest body of creditors," and, in line 2, "fourteen days" is inserted in place of "seven days." Both of these alterations we consider would be an improvement. The remaining sub-clauses are not altered.

Clause 16 is an entirely new proposal, and requires the trustee to call a meeting of creditors after the "debtor's" examination for the trustees to report and take further instructions, and to summon meetings at such intervals as the creditors shall direct, and, failing such direction, then for him every six months to submit his accounts and take instructions, the notice to be advertised and sent to all creditors who have proved, and the trustee, when called upon by one-fifth in value of the creditors who have proved, also to summon a meeting within eight days after receipt of the requisition. If the attendance of creditors at subsequent meetings could only be ensured, this proposal would be a very beneficial one, but our experience shows us the difficulty of getting them to attend any subsequent meeting except under very special circumstances; so that we

fear the proposal would, like the provisions of section 41 of the present Act, become "more honoured in the breach than the observance thereof." Still, the suggestion is one which deserves full consideration from the Legislature. The word "debtor" is used instead of "bankrupt" in this clause, and in all other additions made by the Bill; why, we cannot understand.

Clause 17 takes the place of clause 16 in the Government Bill. Sub-clause 1 is the same. To sub-clause 2 are added words making provision for particulars to accompany each proof, together with bills of exchange and other vouchers. Sub-clause 3 is the same. Sub-clause 4 of the Government Bill is omitted, and sub-clause 5 thereof numbered 4 in the present Bill. Sub-clauses 6 and 7 of the Government Bill are also omitted, and very elaborate provisions made by sub-clauses 5 to 11 for a secured creditor to amend the valuation of his security "on showing to the satisfaction of the official receiver, or trustee, or of the court on appeal, that the security has increased or diminished in value since the previous valuation"; giving the official receiver or trustee power to require a surrender of any security at the valuation price (or, if amended before exercising such option, then at the amended price), or to require the creditor to take to the security at the valuation or amended valuation, or to require the security to be sold by public auction, with power to the creditor to bid at the sale; in case of sale the amount realized to be substituted for the valuation made by the creditor; in case of amendment of valuation the creditor to refund any excess of dividend received by him in case his proof to be reduced, or, on the other hand, to receive an equalizing dividend, but not to disturb any previous dividend; a secured creditor to have power to call on the receiver or trustee to elect which of the three courses he will adopt, and in default of intimation to the creditor within two months, the security to be the absolute property of the creditor, at the valuation price, to go in reduction of his debt. Sub-clause 12 requires the trustee to make up and submit to the committee or creditors, each six months, a statement of all proofs received with full particulars thereof, to be open to inspection to any creditor. Sub-clause 13 gives any person making a proof power to complain to the court of any dealing by the trustee in regard to the admission of proofs, and gives the court power to dispose thereof, and visit the trustee personally with costs. Sub-clause 14 is as follows:—

"(14.) A creditor shall not vote at any meeting in respect of any proof unless the same has been lodged with the receiver or trustee at least forty-eight hours before the holding of such meeting. Any creditor who has lodged a proof shall be entitled to see and examine the proofs of other creditors before the first meeting and at all reasonable times."

We think the proposals contained in this clause well-worked out, and a decided improvement upon the Government Bill. Our only doubt is upon sub-clause 14, but even that, we think, will be much preferable to the present system.

Clause 18 is a modification of clause 17 of the Government Bill, and proposes to restrict the voting rights of the holder of a current bill or note, "unless he is willing to treat the liability to him thereon of every person who is liable upon the bill or note antecedently to the debtor, and is not a bankrupt, as a security in his hands, and to estimate the value thereof, and deduct it from his proof in which case he shall in case there are no subsequent indorsers, but not otherwise, on application within the prescribed time," &c., the rest of the clause not being altered. The words first printed in italics are substituted for the words "other than the debtor," which appear in the Government Bill, and the subsequent paragraph printed in italics is new. So far as they go we think these alterations very desirable, but that they are not the only amendments required in the clause as contained in the Government Bill, as we have already pointed out (*ante*, pp. 124, 226).

Clause 19, relating to proxies, is entirely different from clause 18 of the Government Bill. We print it at length:—

"19.—(1.) Every proxy for the purpose of proceedings under a bankruptcy petition shall be upon an official form to be settled by the court.

"(2.) Any creditor may give a general proxy or authority to act for him to his manager, clerk, or other person in his regular and sole employ, whose vote on all matters shall be equivalent to his own, the proxy in that case setting forth the capacity in which the nominee stands to the creditor.

"(3.) Any creditor may give a special proxy to vote for or against any specific resolution, or for any trustee or member of committee, provided the name of such trustee or member of committee is filled in in his own writing before execution.

"(4.) No proxy may be used that has not been deposited with the official receiver or trustee forty-eight hours before the meeting at which it is intended to be used."

This proposal is, we think, a very great improvement upon the Government clause, and we would only suggest that in clause 3, line 1, after the word "vote," the following words might advantageously be introduced: "at any specified meeting or adjournment thereof, or." This would incorporate sub-clause 2 of the Government clause.

Clause 20 is the same as clause 19 of the Government Bill, except that "seven days" is substituted for "three days" in line 5 of sub-clause 2, and "ten shillings" for "five shillings" in sub-clause 3. The former alteration we strongly approve, but equally as strongly disapprove of the

latter. Any amount which is inserted as the minimum composition to be allowed must necessarily be an arbitrary one, and we think the proposal of the Government places it quite high enough.

In sub-clause 2 of clause 21 (clause 20 in the Government Bill) the following words are inserted after the word "trade" in the second line: "but such security shall be always required unless he has already given a general security for all his appointments under this Act that shall be sufficient in the opinion of the Board, and always when he contracts under section 22 of this Act." Sub-clauses 5 to 12 of clause 20 in the Government Bill are omitted, and provision made for the trustee's remuneration to be fixed by the creditors in the nature of a commission or percentage, one-half to be charged upon the net realizations, and one-half on the dividends distributed, subject to confirmation by the Board of Trade in case the commission exceed ten per cent. where the assets exceed £3,000, unless unanimously adopted by the creditors, and the resolution to state whether the percentage is to cover law, auctioneers', and other expenses, in which case the estate not to be liable for any such expenses. Clause 22, sub-clause 1, provides that it shall be lawful for a trustee so to contract to cover law and other expenses, whilst sub-clause 2 is rather unique, and we print it at length:—

"(2.) A trustee shall not, under any circumstances whatever, make any arrangement for, or accept from the debtor, or any solicitor, auctioneer, or any other person that may be employed about a bankruptcy, any gift, remuneration, or pecuniary or other consideration whatever beyond the remuneration fixed by the creditors, and payable out of the estate, and in case of his doing so the official receiver shall, as soon as it comes to his knowledge, report the same to the court, who shall direct a criminal prosecution to be commenced against both giver and receiver, who shall, on conviction, be liable to imprisonment for a period not exceeding two years."

We forbear commenting upon these proposals beyond stating that they seem to us a very practical and business-like suggestion upon a very difficult subject, which it would be well for the Legislature thoroughly to consider. With regard to the sub-clause which we have printed at length, it is certainly stringent enough, so far as the cases mentioned are concerned, but there is no provision for the *contra* case of a trustee *paying* a solicitor a commission. We believe this is a more common occurrence than the other, though we hope for the credit of the profession that neither case is a very common one. A much more frequent case, in our experience, is that of two or more accountants joining their forces and becoming "joint" trustees, one doing the work and allowing the other a share of the remuneration. The same remark applies also to solicitors. In fact, the practice has become so much an every day occurrence that solicitors and accountants of high standing and undoubted respectability do not hesitate, or are, in many cases, compelled, to follow it. This practice is, we think, to be deplored, as it is the opportunity which the possession of proxies gives to the holders thereof of making arrangements of this kind, which is the chief cause of the touting which is practised by solicitors and accountants of questionable standing. It would, we admit, be difficult to suggest a remedy, as there are, undoubtedly, cases where it is desirable that two trustees should be appointed or two solicitors employed, but these are exceptional. The point is, in our opinion, one well deserving consideration, as arrangements of kind tend to lower the character of the profession and the respect due to its members.

Clauses 23 to 28 are the same as clauses 21 to 26 in the Government Bill, with the following modifications:—At the end of clause 25 (23 in Government Bill) the words "until the next meeting of creditors only" are added, and in clause 28 (26 in Government Bill), sub-clause 3, after the word "shall," are inserted the words "each six months." We think the latter of these additions very objectionable. The proposal of the Government upon this point is open to question, but it would be made considerably worse by the insertion of the words proposed.

Clause 29 is the same as clause 27 of the Government Bill, "six months" being substituted for "four months" in the third line, and the following words added at the end: "and subsequent accounts shall be rendered and dividends declared in the same manner every six months until the conclusion of the bankruptcy, but such dividends shall not be declared without making sufficient provision for any claims that the trustee has knowledge will be made after any security is realized." In our opinion the latter proposal is simply impracticable, and if adopted would, like the provision in section 41 of the Act of 1869, soon become a dead letter. The other alteration is not a matter of grave consequence.

Clauses 30 and 31 (in place of clauses 28 and 29 in the Government Bill) make a considerable number of changes from the Government proposals, the effect of which would be for the trustee and receiver to pay the moneys of the estate into such bank as the creditors may appoint, and failing any appointment "into such bank as previously kept the debtor's account," instead of into the Bank of England as proposed by the Government Bill. Consequent upon this a number of other changes are also made in those clauses, the effect of which would be to retain for each estate the benefit of any interest the money belonging thereto might earn by reason of any investment, instead of such benefit going to the Consolidated Fund as proposed by the Government. We approve of these amendments in principle, but we think the provision for the investment of surplus funds, except in very rare instances, quite unnecessary, as it is clearly the duty of the trustee in such cases to divide the funds

and not to retain them in investments. Another alteration is the reduction of the time for which a trustee may retain in his hands a sum exceeding £50 from ten to five days. We doubt the advisability of this.

Clause 32 proposes a number of changes in clause 30 of the Government Bill by substituting in sub-clauses 1 and 2 the "official receiver, taxing master, or such officer as the Board of Trade may from time to time appoint," for the Comptroller in Bankruptcy, as the person to audit the trustee's accounts, and also requiring the accounts to be "accompanied by a statement and estimated valuation of all unrealized assets outstanding at date, and of the steps being taken for their realization," a certified copy of the accounts so audited to be forwarded to the comptroller, and to be open to inspection at the trustee's as well as the comptroller's office, "and such account shall, when the funds of the estate will permit, be printed and sent by post to each creditor who has proved his debt." The substitution of the official receiver or taxing master for the comptroller would, we think, effect a decided improvement, as, thereby, local audits of the trustee's accounts would be held, which is what we advocated in our remarks upon the Government Bill (*ante*, p. 152). In sub-clause 1 appears the words "the Commissioners in Bankruptcy." Who are they? We thought they were abolished by the Act of 1869.

The only alteration in clause 33 from clause 31 of the Government Bill is consequent upon the changes in clauses 30 and 31 as to the bank.

Clause 34 is the same as clause 32 of the Government Bill, with the addition, to sub-clause 5, of the following words: "and shall not cover any fraud he may have committed that may subsequently be discovered."

Clause 35 is the same as clause 33 of the Government Bill with the following additions:—To sub-clause 1, "and such examination shall be conducted by the court, or, subject to the control of the court, by the trustee, the official receiver, or by any creditor who has proved his debt. The debtor shall answer all questions relative to his estate, and to the causes which have led to his bankruptcy, as the court may require, and such particulars as the court may think necessary shall be taken down in writing and signed by the bankrupt, and such statements may thereafter be used in evidence against him;" and (sub-clause 5), "The notes of the debtor's examination, and the books and accounts of the debtor, shall (except so far as the court shall order otherwise) be open to the inspection of every creditor, who has proved his debt, at all reasonable times." These additions would, we think, tend to make the Government proposal more intelligible.

The clause in the Government Bill providing for the close of a bankruptcy (clause 34) is omitted from the present Bill, and no provision proposed in its place. We should like to hear an explanation of the object of this omission. To be consistent we think a number of other alterations would also have to be introduced, but there would not at present be any utility in following that point up.

Clause 36 is the same as clause 35 of the Government Bill, with a verbal alteration in sub-clause 2, consequent upon the omission of the clause as to the close of the bankruptcy. The two first lines read as follows:—"The application may be made any time during the continuance of the bankruptcy, but shall not," &c. There are also some words introduced into sub-clause 6, which slightly modify that provision, but not to any great extent.

Clause 37 is the same as clause 36 of the Government Bill, with a verbal alteration in paragraph (c.), consequent on the omission of clause 34 of that Bill.

Clauses 38 to 40 are the same as clauses 37 to 39 of the Government Bill, except that the term for which a bankrupt is to be disqualified, as therein provided, is reduced from seven to five years.

Clause 41 is entirely new, and is as follows:—

"41.—Where the bankrupt, being a trader, has omitted to keep such books of account as fully disclose his business transactions and his financial position during the three years immediately preceding his bankruptcy, or has omitted to prepare, once at least in each of those years, a proper inventory or balance-sheet of his property and liabilities, this omission, unless otherwise ordered by the court, shall constitute a criminal offence for which the court shall commit the bankrupt for trial, and on conviction he shall be liable to imprisonment for a term not exceeding two years."

We think this proposal altogether too stringent, and that the Government proposal to make this a ground of objection to the discharge only quite strong enough, if indeed that does not, at the present time at least, go rather too far.

Clauses 42 to 44 are the same as clauses 40 to 42 of the Government Bill.

The Government proposals as to small bankruptcies (clause 43 of last year's Bill) are omitted, and no provisions proposed in substitution. We do not think the excision of the Government clause any detriment to the Bill, but, at the same time, it will be necessary in some way to cut down the expenses in small estates.

Clauses 45 and 46 are the same as clauses 44 and 45 of the Government Bill, and clause 47 is the same as clause 43 of that Bill, with the addition that the official trustee is also to take part "in the public examination of the bankrupt, and supervision of his conduct" (the

words in italics being new), to audit the trustee's accounts, and to have power to appoint an *interim* manager. Following closely the Government proposals, these will, we think, be an improvement thereon.

The remaining clauses—48 to 73—are the same as clauses 47 to 72 of the Government Bill, with the addition of the following sub-clause to clause 52 (clause 51 in the Government Bill):—

"(3.) But if the debtor has carried on business in two or more places 'the court,' for the purposes of the principal Act and this Act, shall, subject to the provisions for the removal of proceedings, be either the High Court of Justice, exercising its jurisdiction in manner provided in this Act, or the county court for the district nearest to where the greatest number of creditors shall carry on their business, and this county court is referred to as mentioned in sub-section 2 of section 52.

This proposal we consider altogether impracticable and utterly inconsistent with the previous sub-clauses. In case of a hostile petition being presented, how is the petitioning creditor to know where the greatest number of creditors carry on business? The court in which proceedings are to be instituted must be more clearly defined; but better provisions might, we think, be made for the transfer of the proceedings than exist under the present Act.

The Bill appears to have been introduced with the particular object of presenting the various proposed amendments to the Government Bill for consideration and discussion, and, in this way, may assist in the bringing about of a satisfactory settlement. The promoters do not appear to have considered the various proposals of the Government, as contained in the "supplemental" clauses. If they had, we think it scarcely probable that three such consistent Conservatives would give their approval to the proposal of the Government with regard to distress for rent, as appearing in the Bill of last session. In fact, the clauses subsequent to clause 52 seem to be taken from the Government Bill, without even a consideration whether they require any verbal alterations, consequent upon the amendments previously introduced, or not. So that in clause 70, notwithstanding the omission of the provisions for the close of a bankruptcy, reference is made to such close "under the principal Act or this Act." And, notwithstanding that in consequence of the omission of the first schedule to the Government Bill, the third schedule to that Bill becomes the second schedule to the present Bill, it is still referred to as the third schedule in clause 73.

THE JUDICIAL STATISTICS.

CHANCERY DIVISION.

The returns for the Chancery Division show that the beginning of the year ending the 31st of October, 1880, there were on the cause books 796 cases for hearing, that 3,386 were set down during the year, that 2,569 were heard, that 946 were otherwise disposed of, and that at the end of the year 673 remained. These numbers are all in excess of those of the previous year, with the exception of the *remands*, which were less by 123. The number of orders made by the five courts of the Chancery Division, including those made at chambers, drawn up by the registrars, was 19,117, the number having been 18,418 in 1879. There were issued 3,977 certificates of sale or transfer, as against 3,713 in 1879. Including orders made by the Appeal Court there were 20,370 orders drawn up by the registrar, and the fees thereon amounted to £13,806 9s. In 1879 there were 18,655 orders drawn up, and the fees thereon amounted to £12,950 17s. The days on which the Chancery Courts sat, including 13 days in vacation, amounted to 918. In the previous year the courts only sat 770 days; this was principally due to the absence of Vice-Chancellor Malins on 123 days. During the year there were 529 cases referred to the conveyancing counsel of the court, and 106 to the official referees. In 1879 the conveyancing counsel had 465 cases before them and the official referees 65.

CHANCERY CHAMBERS.

The return of proceedings before the chief clerks of the Master of the Rolls and of the three Vice-Chancellors shows that, during 1879-80, there were issued 953 originating summonses and 39,325 other summonses, making a total of 40,278 summonses. In the previous year the summonses issued numbered 39,533. The several chief clerks made a total of 30,483 orders, as against 30,254 in the previous year. There were 3,385 orders brought into chambers for prosecution, including 127 for the winding up of companies. The accounts passed in chambers were 3,392 in number, including 1,004 by receivers; 902 estates were sold by the court, realizing more than a million and a half of money. The chief clerks disposed of 100,965 appointments during the year. At the date of the return 1,084 orders for winding up companies were pending in chambers, and 6,158 orders for accounts and inquiries. The fees collected in chambers amounted to £19,634, as against £15,136 the previous year.

CENTRAL OFFICE.

The return of the masters of the Central Office shows that in the Chancery Division the number of actions instituted was 5,987 as against

6,237 in the previous year, being a decrease of 248. Of this number it appears that 4,947 were commenced by writ and 910 by originating summons, the remainder consisted of actions transferred from district registries and county courts. The amount collected by stamps was £84,188, as against £18,992 in the previous year.

EXAMINERS.

The numbers of witnesses examined in the office of the examiners was 196, as against 171 in the previous year. The fees received by stamps amounted to £246, being £14 less than in the previous year.

SECRETARY OF THE ROLLS.

There were 2,023 petitions presented at the Rolls' Office for the decision of the chancery judges, and of this number 202 were for the winding up of companies. Besides these petitions there were 4,649 petitions for orders of course. The amount of the fees received in the office was £2,906 16s. 8d., being an increase on the amount of the previous year of £779 0s. 8d.

TAXING MASTERS.

In the office of the chancery taxing masters the number of orders of reference was 4,910; the number of bills taxed was 9,705, and the number of certificates and *allocaturs* made was 4,422; in the previous year these numbers were respectively 4,815, 9,469, and 4,299, showing on every one of these three items a considerable increase. The amount of costs taxed was £1,328,057, and the fees received amounted to £36,786, both which items are in excess of those in the previous year.

MASTERS IN LUNACY.

There were during the period comprised in these returns 117 orders of inquiry in commissions of lunacy. The amount of lunatics' cash paid into court was £148,029, and the amount of percentage on lunatics' income was £20,500.

REGISTRAR IN LUNACY.

In the return furnished by the Registrar in Lunacy it appears that 439 petitions were presented during the year, and 679 orders made. The funds directed to be brought into court consisted of £307,134 stock and £77,800 cash, and during the same period £687,769 stock, and £56,371 cash, was directed to be sold, transferred, or paid out.

CHANCERY PAY OFFICE.

During the year 1879-80, the amount paid into court was £12,108,970, and that paid out was £11,904,410, both of which items are somewhat less than those of the two next preceding years. The number of accounts in the books was 35,645. The stock and securities on these accounts was of the nominal value of £69,874,822, and the cash £5,234,014.

CHANCERY OF THE COUNTY PALATINE OF LANCASTER.

The number of suits and matters originated in 1879-80 in the Chancery Court of the County Palatine of Lancaster was 557. The orders made numbered 2,338, and there were 562 bills of costs taxed. The fees received amounted to £11,532. Funds to the value of £44,000 were brought into court, and to the value of £343,000 paid or transferred out.

QUEEN'S BENCH, COMMON PLEAS, AND EXCHEQUER DIVISIONS.

The return made by the Queen's Coroner and Attorney and the Master of the Crown Office show that under this peculiar jurisdiction there was in 1879-80 but one person convicted, on whom a sentence of imprisonment was passed and a fine imposed. In the previous year five were convicted. There were 37 applications for *mandamus*, and 9 were made absolute; 65 other special rules *nisi* were granted, and 115 were made absolute; 33 writs of *habeas corpus* were applied for, and 26 granted, and 35 writs of *certiorari* were issued. The fees received for business done in the Crown Office was £1,040 14s. 6d., being less than the amount for the previous year by £20 11s. 8d.

PLEA SIDE.

This portion of the return shows that after the 31st of March, 1880, the writs for the three divisions were all issued from the Central Office. During the year the total number of writs issued was 53,333, as against 59,659 in the previous year; 27,560 appearances were entered; there were 22,213 judgments, and 15,868 executions. In the previous year the numbers were, appearances, 27,516; judgments, 25,200; and executions, 16,660. The fees taken amounted to £84,188 1s. 11d., and in the previous year to £63,958 18s. 1d. The number of bills of costs taxed in the three divisions in 1880, exclusive of bills taxed under the statute, was 12,355.

ELECTION PETITIONS.

There were 41 election petitions presented during the year 1879-80, which resulted as follows:—In 16 cases the election was declared void, and in 9 valid, in 6 cases no security was given, 9 petitions were withdrawn, and 1 had not been tried at the date of the return. The total costs taxed amounted to £7,459 19s. 3d., of which £3,795 19s. 10d.

were taxed off, and £3,663 16s. 5d. allowed. The fees on taxation amounted to £92 0s. 2d. In the previous year there were no proceedings under the Act.

ASSOCIATES' RETURNS.

Under this heading we find the number of the causes in the three divisions placed together. It appears that the year commenced with 842 *remands*, and that 2,181 causes were entered for trial at London and Westminster, and 1,222 at *Nisi Prius*; 1,008 were tried at London and Westminster, and 790 at *Nisi Prius*, 1,028 were made *remands*, 986 were withdrawn or struck out, and 419 were otherwise disposed of.

MASTERS' RETURNS.

These returns show the number of judgments to have been 22,203, as against 25,200 in 1878-9. Of this number no less than 13,268 were taken on affidavit of service, 1,149 on judge's order for substituted service, and 4,424 under order 14. There were 15,293 writs of *fieri facias*, 354 writs of possession, and 221 writs of *elegit* issued during the year. Of the motions for a new trial, 105 were refused and 194 granted *nisi*, 76 were made absolute, and 63 discharged. There were 797 special motions made in the three divisions, including 36 motions for judgment after trial; there were also 41 special cases heard and 47 demurrers.

JUDGES' CHAMBERS.

Returns relating to judges' chambers show that 63,677 summonses were taken out in 1879-80 as against 74,569 in the previous year; 49,801 orders were made as against 62,886.

OFFICIAL REFEREES.

The number of cases sent to the official referees was 139 in 1879-80 and 91 in 1878-9. Of the 139 cases 77 were disposed of, 34 were part heard, 12 were withdrawn, 5 stood over by order of the court, and 11 remained to be disposed of.

DISTRICT REGISTRIES.

The number of writs issued by district registrars in 1879-80 was 32,077 as against 39,835 in the previous year. To these writs of summons 7,757 appearances were entered, 11,116 judgments were made, and 6,714 executions taken out. The number of actions transferred from district registrars to London was 278, and 267 were remitted to county courts. There were in district registries 13,481 applications in chambers. The fees received in district registries amounted to £25,226, as against £29,764 in the previous year.

CORRESPONDENCE.

STATUTORY MORTGAGE.

[To the Editor of the *Solicitors' Journal*.]

Sir,—One work on the Conveyancing Act, 1881, gives some variations in the statutory mortgage, 3rd schedule, part 1, but I am not aware of any work in which any variation is suggested for the case of a mortgage to cover further advances. Would the words given below within brackets meet the case and be free from objection, or can you or some reader suggest any improvement? The form might, it seems to me, run thus:—“To hold to and to the use of M. in fee simple for securing payment on the _____ day of _____, 1883, of the principal sum of £ _____, as [part of] the mortgage money, with interest thereon at the rate of _____ per cent. per annum [and for securing payment on the _____ day of _____ or _____ day of _____ next after the time of the same being advanced, of any other sum which may hereafter be advanced by M. to A. as the residue of the mortgage money, with interest thereon at the rate aforesaid, from the time of the advance. And for the purpose of section 19 of the Conveyancing and Law of Property Act, 1881, it is hereby agreed that the mortgage money shall be considered as due on the _____ day of _____, 1883 (when present advance is to be repaid)]. In witness, &c.”

[We should not insert the words “as part of the mortgage money,” which might raise a doubt as to whether, if there are no further advances, the mortgage money can become due within section 19. Why not omit these words, also the words “as the residue of the mortgage money,” and rely on the last clause? There is no need to specify any sum as the mortgage-money, for under section 21 (3) “the money which is received by the mortgagee arising from the sale” is to be held by him “in trust to be applied . . . in discharge of the mortgage money, interest, and costs, and other money, if any, due under the mortgage.—ED. S. J.]

INSURANCE COMMISSIONS.

[To the Editor of the *Solicitors' Journal*.]

Sir,—The *Times* of yesterday contains, under the above heading, a very extraordinary letter signed “Edm. Beckett,”

A portion of it should perhaps only raise a smile on the faces of men of business at the ignorance displayed, for all the world in the columns of the *Times*, but another part will raise other emotions.

First, as to the ignorance displayed. The writer sagely remarks that when he renewed a long lease he was required to insure the house. Of course he was. Every lessee is required to do so, unless the lessor prefers to insure himself, and to charge the premium paid as rent. The reasons for the requirement are too obvious for me to waste words in stating them.

Then—increasing in wisdom—he goes on to say that the obligation on him to insure “was doubly unnecessary on account of the length of the lease, and the self-insuring multitude of the landlord's houses.” Why, Sir, this is absolute nonsense. The chances that a house may be burnt down during a long term must be greater than that it will be burnt down during a short term, and how can a multitude of houses be self-insuring!!

Now, as to the part of the matter which is not laughable—the writer says that a certain office was prescribed in the lease, and proceeds to give as the reason for its being prescribed, “of course, because the landlord's solicitor had been bribed to put it in”—the context showing that he means bribed by the receipt of a commission from the insurance office. Did the writer never hear that some insurance offices are at least supposed to be sounder or more liberal in their treatment of claims than others, and could he not suppose it at least possible that a given office was preferred by the landlord or the solicitor on one or other of these grounds; or “would he be surprised to hear” that landlords are themselves sometimes directors of insurance offices, and do all they can to secure business to such offices; or—but why should I state, as I might, twenty other reasons (none of them having anything to do with the solicitor) why an office should be prescribed?

No; according to this writer, it must necessarily be the ever-wicked solicitor who has done the deed, and from the basest motives; and this calumny on the honourable profession to which I am proud to belong is put forth without stating a particle of proof of its truth. This I denounce as a shameful act, and it has stirred me to write this letter.

I should perhaps add that Sir Edmund Beckett is a stranger to me, and that I have no suspicion even who the solicitor mentioned in his letter may be.

G. F. KING.

66, Cannon-street, E.C., April 11.

A PRINTER'S PROTEST.

[To the Editor of the *Solicitors' Journal*.]

Sir,—In your Cases of the Week, p. 371, *In re Myer's Patent*, the Master of the Rolls, referring to Mr. Wilson's book on the Judicature Acts, is reported to say, “The full stop is not in the Act, it must have been inserted by the printer.” I am not the printer of Mr. Wilson's book, but, as a mild protest on behalf of a too-frequently-found-fault-with fraternity, I may, perhaps, be allowed to say that in a Queen's Printers' copy of the Act, now before me, lines 5 and 6 of p. 114 are as follows—“Add to Indorsement:—And for an injunction.”—with a full stop.

H. W. B.

April 15.

CASES OF THE WEEK.

HUSBAND AND WIFE—JUDICIAL SEPARATION—PRIOR SEPARATION DEED—ALIMONY—JURISDICTION OF COURT.—In a case of *Gandy v. Gandy*, before the Court of Appeal on the 18th inst., a question arose as to the jurisdiction of the Divorce Division to order alimony to be paid to a wife who had obtained a judicial separation from her husband in a case where a separation deed had been previously executed by which the husband had covenanted to pay an annual allowance to the wife. The husband and wife were married in 1854, and in 1879, differences having arisen, a separation deed was executed by which the husband, after agreeing to pay all the expenses of the maintenance and education of two younger daughters, covenanted to pay to the trustees for the benefit of the wife an allowance of £250 per annum, and the trustees entered in a covenant with the husband that the wife would not at any time commence or prosecute any suit or other proceeding for the purpose of compelling the husband to allow her any support, maintenance, or alimony except the above-mentioned £250 per annum. On the 30th of July, 1881, on the petition of the wife, a decree for judicial separation on the ground of the husband's adultery was made by the Divorce Division. The wife subsequently applied for an order that the husband's means should be ascertained by the registrar for the purpose of fixing the permanent alimony to which she would be entitled. This application was opposed by the husband, on the ground that the provisions of the separation deed precluded the allowance to the wife of any larger amount than the £250 which he had covenanted to pay and had paid her by way of permanent maintenance. Hannon, P., was of opinion that, notwithstanding this deed, the court had power to allot alimony to the wife, and directed that she should be at liberty to file the petition for permanent alimony. It was admitted that the husband had considerable

means, and that, apart from the question how far the wife was restricted by the terms of the separation deed to an allowance of £250 per annum, the inquiry, if carried out, must result in a much larger allowance to her than £250 per annum. The Court of Appeal (JESSEL, M.R., and COTTON and LINDLEY, L.J.J.), held that the wife was not entitled to any allowance beyond the £250. JESSEL, M.R., said that the question was at once novel and of great importance. The separation deed was executed after the husband had committed adultery with the knowledge of the wife, and, in fact, had its whole origin in that adultery. At a subsequent period, the husband renewed his illicit intercourse with the woman with whom he had before the separation deed committed adultery with the wife's knowledge, and the wife thereupon instituted the suit, and obtained the decree for judicial separation. She also in that suit claimed the right to the custody of the two youngest children and succeeded in obtaining a direction to that effect. Considering that the two youngest children were girls, and that the mother had not been to blame, it would have been impossible to have interfered to prevent her from bringing the suit. The husband, however, still remained liable under the deed for the maintenance of the two youngest children and for the allowance to the wife. In the meantime he had obtained an accession of fortune which seemed to have been an additional inducement for the wife's application for permanent alimony. This application was granted by the President in substance, for he held that she was entitled to apply for and obtain a larger sum than £250 per annum as alimony. The question was whether, in so holding, he had rightly exercised his discretion. Now, the contract contained in the separation deed could not be affected by the adultery of the husband or wife. The husband would remain liable to pay the allowance under his covenant whether he committed adultery or not. In cases of judicial separation the Legislature had not thought fit to give the same power to the court to deal with settlements as in the case of dissolution of marriage. There the court was empowered to vary not only post-nuptial but also ante-nuptial settlements, but in the case of a judicial separation only there was no such power. It was impossible, therefore, for the court to take upon itself to allot such alimony as might be just, as if it thought that a less amount than what was provided by the deed would be just, it could not reduce the amount, there being no power to set aside the deed. The court could not, therefore, interfere, unless one of the party had so acted as to disentitle himself, or herself, from relying on the contract. The exercise of this discretion had been rested on the ground of public policy; but this was a very dangerous principle on which to proceed. Then it was said that if the wife was not allowed to apply for increased maintenance, it would be allowing the husband to commit adultery with impunity. But non-payment of money was not freedom from punishment. The husband and wife in this case were living separate, and it was impossible to say that by his committing an act which did not affect her directly she had become entitled to receive a larger sum than by the separation deed was covenanted to be allowed to her. It might be said that the subsequent adultery of the husband rendered a return to cohabitation less probable, but persons who executed a separation deed were not presumed or supposed to be likely to return to cohabitation. It appeared to his lordship, therefore, that there had not been misconduct on the part of the husband of such a nature as to entitle the wife to set aside the provisions of the separation deed. COTTON, L.J., and LINDLEY, L.J., concurred.—SOLICITORS, *Gregory, Rowcliffes, & Co.*; *W. & A. Ranken Ford*.

MODE OF TRIAL—RIGHT OF DEFENDANT TO JURY—CHANCERY ACTION—DISCRETION OF JUDGE—APPEAL—ORD. 36, R. 3, 26.—In a case of *Hunt v. Chambers*, before the Court of Appeal on the 19th inst., a question arose as to the right of a defendant to have an action tried before a judge and jury. The action was brought by a landlord against the executors (who were also devisees of real estate) of a deceased tenant of a farm, to recover some rent, and also claiming damages for the alleged improper cultivation of the farm. The plaintiff claimed payment by the defendants of what should be found due to him, and that, in case the defendants should not admit assets of the testator, his real and personal estate might be administered. The action purported to be brought by the plaintiff on behalf of himself and all other the creditors of the testator. The defendants afterwards paid the amount of the rent claimed into court, and admitted assets of the testator to answer the rest of the plaintiff's demand. The plaintiff gave notice of trial by a judge without a jury; the defendants gave notice that they desired to have the action tried by a judge and jury. Bacon, V.C., ordered that, notwithstanding the defendants' notice, the trial should take place before himself without a jury, on the ground that the defendants had shown no sufficient reason why the action should be tried with a jury. The Court of Appeal (JESSEL, M.R., and COTTON and LINDLEY, L.J.J.) reversed this decision. JESSEL, M.R., said that under the rules either party was entitled to have the action tried by a jury, unless some reason to the contrary was shown. Rule 3 gave the defendant a right to a trial before a judge and jury, and rule 26 said that, in any case which would formerly have been brought in the Court of Chancery, the court might direct a trial without a jury of any question or issue of fact, “it shall appear desirable,” which meant, if some reason was shown for depriving the party of his right to a trial by jury. The next question was under what circumstances the Court of Appeal would interfere with the exercise of the discretion of the judge of first instance. It must be a plain and clear case. As a general rule, the Court of Appeal could not interfere; there must be some special reason for doing so. His lordship was satisfied that in *Roston v. Tebbs* (27 W. R. 588, L. R. 10 Ch. D. 588), the late Lord Justice James did not intend to say, as he was reported to have said, that in no case would the Court of Appeal interfere. That would have been inconsistent with what he had said in the previous case of *Golding v. Wharles Salt Works* (24 W. R. 423, L. R. 1 Q. B. D. 374). Moreover, in *Roston v. Tebbs* he said that if the judge were to say that he exercised his discretion in a particular way because he held a certain opinion on a matter of law, and the Court of Appeal con-

sidered that he was wrong in that opinion, it would interfere. It appeared to the Master of the Rolls that Bacon, V.C., had, in the present case, exercised his discretion in consequence of his opinion upon a point of law, in which opinion the Master of the Rolls thought he was wrong. He proceeded on the ground that no reason had been shown why the action should be tried by a jury, whereas under the rules it was for the party who said that there should not be a trial by jury to show a reason for it. The discretion of the judge had been exercised on a ground not well founded in law, and, therefore, the rule that the Court of Appeal would not readily interfere with the judge's exercise of his discretion did not apply. But his lordship was, by no means, prepared to say that the mere fact that the judge had exercised his discretion, without giving any reasons for it, would be a sufficient ground for the Court of Appeal not to interfere. The present action must, therefore, be tried by a jury, and, that being so, the practice now was to transfer the action altogether to the Queen's Bench Division, when there was nothing remaining in the nature of a chancery action. In the present case, the executors having admitted assets, there was only a question of damages left to be tried. There were several reasons for this practice. It was more convenient to the solicitors, there were many points of practice in jury cases with which the common law masters were more in the habit of dealing than the chief clerks and registrars in the Chancery Division, and the common law masters more familiar with the taxation of costs in such cases than the chancery taxing masters. The action would, therefore, be transferred to the Queen's Bench Division, but it would be better to strike out the words "on behalf of himself and the other creditors," because, now that the executors had admitted assets, the plaintiff could only get judgment for payment of his own debt, and to preface the order with a declaration that the defendants, having admitted assets, were personally liable to the plaintiff. CORRON, L.J., said that rule 3 gave the party a right to have the action tried by a jury, subject to the provisions of rule 26, which applied when the action would formerly have been properly instituted in the Court of Chancery. And, in order that the judge should exercise his discretion to direct that the action should be tried without a jury, some reason must be shown which rendered it so desirable that it should be tried in that way as to afford a ground for depriving the party of the right otherwise given to him to have it tried with a jury. But the Court of Appeal would be very slow to interfere with the exercise of the discretion of the judge, unless he had exercised his discretion on a wrong ground of law. In the present case the Vice-Chancellor had no doubt exercised a discretion, but not the discretion given to him by the rule. LINDLEY, L.J., said that the Vice-Chancellor had exercised his discretion on an erroneous view as to the party upon whom the burden of proof lay. The defendants had, under rule 3, a right to a jury, unless it should appear desirable that the action should not be tried by a jury. This was an erroneous exercise of the judge's discretion which the Court of Appeal ought to review.—SOLICITORS, Monkton, Long, & Co.; Rookes & Co.

CONTempt of Court—FRIENDLY SOCIETY—DISTRIBUTION OF FUNDS IN DEFiance OF INJUNCTION—COMMITMENT—PART REPAYMENT—RELEASE OF PRISONERS.—In the case of *Avery v. Andrews*, before North, J., on the 18th inst., an application was made for the release of certain persons who had been committed to prison for contempt of court. It appeared that in October last the head office of the Order of Oddfellows brought an action against the trustees of their Redditch Lodge to restrain them from distributing a sum of £2,000 amongst the members of the lodge, in contravention of the rules of the society, and, by an arrangement between the parties to the action, an injunction was granted by the court. The defendants in the present action having been subsequently appointed new trustees to the lodge, together with one Mogg, an abettor, distributed the £2,000 in defiance of the injunction of the court, and were, on February 10 last, ordered by Kay, J., sitting for Chitty, J., to be committed to prison. It was now stated on behalf of the prisoners that a sum of £1,500 and a fund for costs had been subscribed by the members of the lodge and the friends of the prisoners, in satisfaction of the sum of £2,000 and the costs incurred by the plaintiff. The plaintiff, however, being in the position of trustee, were unwilling to support the application to release the prisoners unless the whole £2,000 was refunded. NORTH, J., said that the prisoners had been sufficiently punished by an imprisonment of upwards of two months. To keep them in prison would be to "put the screw on" the friends of the prisoners in the interests of the plaintiff. His lordship then made an order for the release of the prisoners upon payment to a deposit account of £172 to meet costs taxed as between party and party; and if the costs, when taxed, should exceed £172, which his lordship did not think was likely, upon the personal undertaking of the prisoners to pay the excess.—SOLICITORS, Rixons, for E. C. Browning, Redditch; Worthington Evans.

CASES BEFORE THE BANKRUPTCY REGISTRARS.

(Before Mr. REGISTRAR MURRAY, acting as Chief Judge.)

April 5.—*Ex parte Cawley, Re Cawley.*

The statement of affairs filed by debtors in liquidation showed assets sufficient to pay a composition of 15s. in the pound, but at a meeting held under section 28 a statutory majority of the creditors passed resolutions accepting 5s. in the pound.

Held, that, under the circumstances, dissenting creditors were entitled to examine the debtors and the trustee, and an application to confirm the resolutions stood adjourned for that purpose.

This was an application by the trustee, under proceedings for liquidation by arrangement with creditors instituted by S. & R. Cawley, builders, to confirm the resolutions passed under section 28 in the following terms:—

That the trustee be, and is hereby, authorized to sell and re-convey the

estate to the debtors for such a sum as will, after payment of all costs and expenses, pay a dividend or composition of 5s. in the pound to the creditors on their respective debts, by two instalments—viz., 2s. 6d. in the pound within seven days from the confirmation of this resolution by the court, and 2s. 6d. in the pound twelve months after the date of the said confirmation—such last-mentioned instalment of dividend or composition to be secured by bills of exchange or promissory notes of the debtors payable at the time aforesaid.

To grant the debtors their discharge upon payment of the first-mentioned instalment or dividend, together with all costs and charges, including the costs of the trustee of and incidental to these proceedings; also to release the trustee, and to close the liquidation as and from the 24th day of March, 1882.

The statement of affairs filed by the debtors returned debts amounting to £1,575, with assets £1,137, consisting of the equities of redemption in mortgage.

Marshall (solicitor), in support of the application.

T. Lee Roberts, for opposing creditors.—The scheme is not for the benefit of the creditors, but for the benefit of the debtors only. The assets are shown to be sufficient for payment of a dividend of 15s. in the pound, otherwise the statement of affairs is illusory to the knowledge of those who prepared it. The court is to exercise a judicial discretion in these cases, and to decide whether the scheme is for the benefit of the creditors: *Ex parte Merchant Banking Company, Re Durham* (29 W. R. 363, L. R. 16 Ch. D. 623), which is upon all fours with the present case; *Ex parte Page, Re Page* (24 W. R. 502, L. R. 2 Ch. D. 323). The opposing creditors ask that they may have an opportunity of examining the debtors and the trustee.

Mr. REGISTRAR MURRAY said that, although the opposing creditors did not seem to have attended the meeting at which the resolutions were passed, still the balance-sheet and the resolutions themselves showed, *prima facie*, a state of things which the creditors very naturally desired to bring to the knowledge of the court. The debtors, according to the accounts, were entitled to these equities, which appeared to be worth sufficient to produce 15s. in the pound, and the resolutions provided for the acceptance of a composition of 2s. 6d. in the pound payable within seven days, and 2s. 6d. in twelve months; and they also provided for the release of the trustee, and the close of the liquidation. Having regard to the terms of the resolutions, he thought the opposing creditors were entitled to have an opportunity of examining the debtors and the trustee, and he would adjourn the application for that purpose.

Solicitors for the opposing creditors, J. Tickle.

SOLICITORS' CASES.

HIGH COURT OF JUSTICE.—CHANCERY DIVISION.

(Before HALL, V.C.)

April 18.—*Little v. Kingswood and Parkhurst Colliery Company and Dyer.*

In this action an application was made for an injunction to restrain the employment by the defendants of a particular solicitor in an action by the plaintiff against the defendants. The plaintiff's case was that he had employed a Mr. Dyer as his solicitor in a former action against the company, in which the company set up a certain counter-claim. The result of this action was that, under Mr. Dyer's advice, the plaintiff accepted certain of the company's debentures in discharge of his claim against them. The plaintiff subsequently ceased to employ Mr. Dyer as his solicitor, and afterwards brought a second action against the company to enforce his debentures, in which action the company intended to set up the old counter-claim, and employed Mr. Dyer as their solicitor. The plaintiff alleged that, in acting for him, Mr. Dyer had acquired confidential information, the disclosure of which would seriously prejudice the plaintiff in his action to enforce his debentures, and he therefore claimed to be entitled to an injunction restraining the employment of Mr. Dyer, and the communication by him of any information acquired by him when acting for the plaintiff. It appeared that Mr. Dyer was not the regular solicitor of the company, although he had been employed by them in that capacity, and that when the plaintiff originally employed him he purposely put to him the question whether he would have any difficulty in acting for him, and received an assurance to the contrary.

W. Pearson, Q.C., and E. W. Byrne, appeared for the plaintiff;

Graham Hastings, Q.C., and E. Ford, for the defendants.

HALL, V.C., after observing that cases of this kind were fortunately rare, said that the plaintiff was entitled to the relief asked by him. Mr. Dyer, in accepting employment by the plaintiff, must have been aware that the communications which would be made to him were confidential, and could not complain that by reason of his having accepted them he was shut out from being employed on some subsequent business by some other persons, as, for instance, this company. Nor would the company be prejudiced by being prevented from employing him, for the world was large enough, and there were enough solicitors in it ready and willing to accept retainers. With reference to the argument which had been addressed to him, that the rule that solicitor ought to be restrained from acting for the adversary of his client was confined to the case where the solicitor had discharged himself, and did not apply where he had been discharged by the client, his lordship thought that the principle was the broader one, that the solicitor should not act contrary to his duty, and that it was essential to the interests of mankind that the jurisdiction should be extended to a case such as the present. He therefore granted an injunction in conformity with the application of the plaintiff.—*Times*.

Mr. R. S. Mitford, late private secretary to Sir William Harcourt, has been appointed to a commissionership of prisons.

LEGAL APPOINTMENTS.

Mr. WILLIAM BOWEN ROWLANDS, Q.C., has been elected a Bencher of Gray's-inn.

Mr. FRANCIS SAVAGE REILLY, Q.C., Counsel to the Speaker of the House of Commons, has been created a Knight Commander of the Order of St. Michael and St. George, in recognition of his legal services to the Colonial and Foreign Departments. Sir F. Reilly is the son of the late Mr. James Miles Reilly, of the Irish bar, and was born in 1825. He is a graduate of Trinity College, Dublin. He was called to the bar at Lincoln's-inn in Easter Term, 1851, and he has practised as an equity and parliamentary draftsman and as a conveyancer. He is a member of the Statute Law Commission, and has drafted many important Government Bills. He was assessor to the Marquis of Salisbury and Lord Cairns in the London, Chatham, and Dover Railway Arbitration, to Lord Cairns in the Albert Life Assurance Arbitration, and to Lords Westbury and Romilly in the European Life Assurance Arbitration, which (after Lord Romilly's death) he completed as arbitrator. Sir F. Reilly was appointed Counsel to the Speaker a few weeks ago, and was also created a Queen's Counsel.

Mr. RICHARD URRY, solicitor (of the firm of Urry & Thirkill), of Ryde and Ventnor, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. ALEXANDER ASHER, Q.C., M.P., Solicitor-General for Scotland, has been appointed a Deputy-Lieutenant for the County of Edinburgh.

Mr. GEORGE DOE, solicitor, has been elected Clerk to the Torrington Board of Guardians, Assessment Committee, and Rural Sanitary Authority. Mr. Doe has been for several years town clerk of Torrington, and vestry clerk of that parish. He was admitted a solicitor in 1843.

Mr. MATTHEW WRIGHTON WEBB, solicitor, of Barbican-chambers, Barbican, has been unanimously elected Solicitor to the Parish of St. Botolph, Aldergate, in succession to his father, the late Mr. Matthew Webb. Mr. Webb, junior, was admitted a solicitor in 1876. He is honorary solicitor to the City of London Provident Dispensary.

Mr. ALFRED ERNEST FERNS, solicitor, of Stockport, has been appointed Deputy-Coroner for the Stockport Division of Cheshire. Mr. Ferns was admitted a solicitor in 1875.

Mr. JOSEPH HARNES TICKELL, barrister, has been appointed Deputy-Clerk of Assize and Clerk of Arraigns on the Western Circuit, in succession to the late Mr. Thomas Chamber. Mr. Tickell was called to the bar at the Middle Temple in Easter Term, 1873. He is a member of the Western Circuit, and has also practised at the Central Criminal Court, and at the Middlesex, Hampshire, Winchester, Portsmouth, Southampton and Poole Sessions. He has been for several years clerk of indictments for the same circuit.

Mr. WILLIAM CHARLES CRIPPS, solicitor, of Tunbridge Wells, has been appointed Solicitor to the Tunbridge Wells Licensed Victuallers' Association. Mr. Cripps was admitted a solicitor in 1877.

Mr. JOHN BASELEY TOOKE HALS, solicitor, of Norwich, has been appointed Registrar of the Aylsham County Court (Circuit No. 32), in succession to Mr. William Henry Scott, deceased. Mr. Hales was admitted a solicitor in 1874.

Mr. JOSIAH SADLER EMPSON, solicitor, of North Walsham, has been appointed Clerk to the Felmingham United District School Board, in succession to Mr. William Henry Scott, deceased. Mr. Empson was admitted a solicitor in 1869. He is also clerk to the North Walsham Local Board, and clerk to the magistrates and the Commissioners of Taxes for the divisions of Tunstead and Hopping.

Mr. THOMAS MEIRES PERCIVAL, solicitor, of Northampton and Towcester, has been appointed Clerk to the County Magistrates at the latter place, in succession to his partner, the late Mr. Richard Howes. Mr. Percival was admitted a solicitor in 1872.

Mr. SAMUEL GEORGE JOHNSON, solicitor, of Nottingham, has been elected Clerk of the Peace for that borough. Mr. Johnson is also town clerk of Nottingham. He was admitted a solicitor in 1854.

DISSOLUTIONS OF PARTNERSHIPS.

EDWARD PHILIPS CHARLWOOD and FRANK ASPDEN, Manchester, solicitors. July 1, 1881.

JOHN BATTYE and JOHN RICHARD HOLMES (Battye & Holmes), Birstall, Yorks, solicitors. March 31. [Gazette, April 18.]

COMPANIES.

WINDING-UP NOTICES.
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BEGGOR RESIDENCES AND HOTEL COMPANY, LIMITED.—Petition for winding up, presented April 6, directed to be heard before Bacon, V.C., on April 22. Cridge and Bell, Bishopsgate st within, solicitors for the petitioner.

GRAN SOUTHERN MYSORE GOLD MINING COMPANY, LIMITED.—By an order made by Chitty, J., dated April 3, it was ordered that the company be wound up. Beall and Co, Queen Victoria st, solicitors for the petitioner.

NORTH STAFFORDSHIRE TRAMWAYS COMPANY, LIMITED.—Petition for winding up, presented April 12, directed to be heard before Chitty, J., on April 22. Shephard, College st, solicitor for the petitioner

[Gazette, April 14.]

STANDARD BANK OF LONDON, LIMITED.—Petition for winding up, presented April 15, directed to be heard before Hall, V.C., on April 28. Norton, Queen st, Cheapside, solicitor for the petitioner

[Gazette, April 18.]

FRIENDLY SOCIETIES DISSOLVED.

BOXFORD BENEFIT SOCIETY, Boxford, Berks. Apr 8

STAUNCH BRITONS' BENEFIT SOCIETY, Kenton Arms, Kenton rd, South Hackney. Apr 12

[Gazette, April 18.]

LEGISLATION OF THE WEEK.

HOUSE OF COMMONS.

April 17.—*Bills Read a Second Time.*

PRIVATE BILLS.—Abbotsbury Railway; Bristol Port and Channel Dock; Fulwood and Whittingham Water; King's College, London; London (City) Court; Rotherham and Bawtry Railway; Sawley, Harrington, and Shardlow (Cavendish) Bridges; South Easex Water.

Electric Lighting.

Bills Read a Third Time.

PRIVATE BILLS.—Birkenhead Borough; Llangammarch and Neath and Brecon Junction Railway; London Riverside Fishmarket; Rhymney Railway; South Metropolitan Gas.

April 18.—*Bills Read a Second Time.*

PRIVATE BILLS.—Blyth Harbour; Bristol Water; Edison's Electric Lighting; Westgate and South-Eastern Junction Railway.

Bills Read a Third Time.

PRIVATE BILLS.—East and West India Dock Extension; Teign Valley Railway.

April 19.—*Bill Read a Second Time.*

Parliamentary Elections Expenses.

New Bills.

Bill to make provision for the better preservation of the ancient parochial registers of England and Wales (Mr. BORLASE).

Bill for making provision for facilitating the manoeuvres of troops to be assembled during the present summer (Mr. CHILDERES).

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

| DATE. | COURT OF APPEAL. | V. C. BACON. | V. C. HALL. |
|---------------------|------------------|------------------|---------------------|
| Monday, April | 24 Mr. King | Mr. Clowes | Mr. Latham |
| Tuesday | 25 Farrer | Pemberton | Merivale |
| Wednesday | 26 King | Clowes | Latham |
| Thursday | 27 Farrer | Pemberton | Merivale |
| Friday | 28 King | Clowes | Latham |
| Saturday | 29 Farrer | Pemberton | Merivale |
| | Mr. Justice FAY. | Mr. Justice KAY. | Mr. Justice CHURKE. |
| Monday, April | 24 Mr. Jackson | Mr. Kee | Mr. Teesdale |
| Tuesday | 25 Carrington | Cobby | Ward |
| Wednesday | 26 Jackson | Kee | Teesdale |
| Thursday | 27 Carrington | Cobby | Ward |
| Friday | 28 Jackson | Kee | Teesdale |
| Saturday | 29 Carrington | Cobby | Ward |

COURT OF APPEAL.

LIST OF APPEALS FOR EASTER Sittings, 1882.

APPEALS FROM THE CHANCERY DIVISION

1882.

Giles v Williams app of pl. M.R.—June 14 (part heard Dec 10 by Lords Justices Baggallay, Lush, and Lindley)
 Festing v Ellery app of deft M.R.—Aug 5
 Harris v Fleming app of pl. V.C.H.—Dec 8 (Security ordered)
 Harris v Fleming app of deft W. Morton V.C.H.—Dec 8 (Security ordered)
 In re The United Shepherd's Wheal Rose, lind. app of petitioner Speller Chitty, J.—Dec 23 (S.O. May 4)
 Williams v Preston app of deft Mary W. Elliott M.R.—Feb 21
 In re Clagett, decd. Fordham v Clagett app of Sydney A. Wyllie Kay, J.—Feb 22 (S.O. May 1)
 In re The Potteries, Shrewsbury and North Wales Ry Co app of L.H. Elkington and ors. Kay, J.—Feb 25 (S.O. May 15)
 Henty v Wrey app of pl. Henty v Wrey app of deft Henry Smith Kay, J.—Feb 28 (S.O. Apr 25)
 In re Liverpool and London Guarantees and Accident Insurance Co lind. and Co's Acts app of Official Liquidator Kay, J.—Feb 28
 In re J.B. Palmer's Appln and Trade Marks Registration Act, 1875 app of W.B. Bryant and ors. Chitty, J.—Mar 2
 May v Thomson app of pl. V.C.B.—Mar 3

In re Oak Pits Colliery Co lind and Co's Acts app of Official Liquidator Kay J—Mar 8

Nordon v Nordon app of Mauria Nordon Kay, J—Mar 10

In re Brown, decd Tyas v Brown app of deft Fry, J—Mar 11

Bostock v Pearson app of deft in person from V C of County Palatine of Lancaster Mar 11

In re Sealor, decd Killick v Seyfang app of plts Fry, J—Mar 11

In re Ovey, decd Broadbent v Barrow app of Broadbent, wife and ors Fry, J—Mar 13

In re Angrove, a Solicitor app of J C St Aubyn Angrove Chitty, J—Mar 14

Hurst v Hurst app of A M Hurst Fry, J—Mar 14

New London and Brazilian Bank lind v Brocklebank Brocklebank v The New London and Brazilian Bank lind app of defts in original action Mar 16

Mayor, &c of Manchester v Lyons app of Mayor, &c of Manchester from V C of County Palatine of Lancaster Mar 17

In re London and Staffordshire Fire Assurance Co lind and Co's Acts app of Wm Sturdy V C B—Mar 21

In re Brown, Bayley and Dixon lind and Co's Acts app of West Yorkshire Iron and Coal Co, lind Fry, J—Mar 22

Collins v Ray app of plts M R—Mar 22

The Yorkshire Ry and Wagon Co v MacLure app of plts Co The Yorkshire Ry and Wagon Co v MacLure app of deft MacLure The Yorkshire Ry and Wagon Co v MacLure app of deft J S Virtue Kay, J—Mar 23

Gibb v The Great Southern Mysore Gold Co app of defts Kay, J—Mar 23

In re Sparling, decd Sparling v Jones app of plts Chitty, J—Mar 23

In re Owen, decd Jones v Owen app of plt and anr Manisty, J—Mar 23

In re Cottrell, decd Woods v Cottrell app of plts and anr Manisty, J—Mar 28

In re H W Parker app of H W Parker Chitty, J—Mar 28

Corbett v Bowers app of defts V C B—Mar 28

In re J Girdlestone app of J Y Fynn V C B—Mar 28

Paul v Paul app of plt Fry, J—Mar 29

Smith v Day app of deft Francis Day V C B—Mar 29

Berry v Gaukroger app of plts M R—Apr 4

In re Kirk, decd Kirk v Kirk app of plts Fry, J—Apr 12

Kirk v Todd app of plts V C H—Apr 12

Kirk v Kirby app of Lawrence Kirby V C M—Apr 12

Davies v Jones app of deft Kay, J—Apr 13

In re New Callao lind app of New Callao lind Chitty, J—Apr 13

From Orders made on Interlocutory Motions in the Chancery Division.

1881.

In re Liberia Coffee Co, lind app of Co M R—Aug 9 (8 O Nov 16)

In re Horner's Petition of Right app of C P Slagg Chitty, J—Dec 8 (to be in the paper as an appeal from the Master of Rolls by order)

Mitchell v Walker app of defts Chitty, J—Dec 24 (Security ordered)

1882.

Snow v Bolton app of plif Fry, J—Mar 4 (8 O till security given by consent)

Elizabeth Gandy, petar v Maurice Gandy, reapt (Divorce) app of reapt from order as to alimony The President—March 27

Protheroe v Syngs app of deft A H Syngs Kay, J—April 5

In re Swire, decd Mellor v Swire app of E Storer V C B—April 6

Hind v Brett and ors app of plif V C H—April 8

FROM THE QUEEN'S BENCH DIVISION.

For Judgment.

Pitman & anr v Universal Marine Insurance Co app of plts from Mr. Justice Lindley referring to arbitrator to ascertain damages (a v Dec 10—present M R and L J Brett and Cotton)

Turner v Bridgett (C H Wright, trustee in lq) app of trustee from refusal of Mathew and Cave, JJ, to make interpleader order (c a v Apr 5—present Brett and Holker, LJ)

For Hearing.

1880.

In re Charles M Roche, gentn. one &c app of Mr Roche from order of Lord Coleridge, L C J, and Mr. Justice Grove—April 27

1881.

Fleming v The Mayor &c of Manchester argument of rule nisi for new trial granted by Court of Appeal on application of deft (set down with final aplls by order)

Fleming v The Mayor &c of Manchester app of deft from judgt of Mr Justice Stephen at trial—May 26

The Board of Works of the Hackney District v The Great Eastern Ry Co (Q B Crown side) app of Hackney Board from judgt of Lord Coleridge, L C J, and Mr Justice Manisty on app from Inferior Court June 25

Suffell v Governor and Co of the Bank of England app of defts from judgt of Lord Coleridge, L C J, at trial in London July 11

Berlin Phosphate Sewage and Manure Co lind v Combe and anr app of defts from judgt of Mr Justice Denman at trial in London July 21

Reffell v Fowell app of plif from judgt of Lord Coleridge, L C J, at trial at Kingston July 25

The Prison Commissioners v Clerk of the Peace for Middlesex app of deft from judgment of Lord Coleridge, L C J, at trial at Westminster July 26

Saxby and anr v Gloucester Wagon Co, lind app of plts from judgt of Lord Coleridge L C J, and Justices Manisty, Field, and Bowen upon findings and report of official referee July 30

Gantes Bros. & Co v Leyland & Co and ors app of defts from judgt of Mr Justice Field, directing non-suit with costs Oct 12

Quilter v Mapleson app of deft from judgt of Lord Coleridge, L C J, at Westminster without a jury Oct 24

Shaw v Earl of Jersey app of plt from ord of Justices Lopes and Stephen on sp e June 23 (Placed at end of printed List for Michaelmas sittings by order)

Burke v Rooney app of deft from judgt of Justices Field and North on sp c Nov 9

North Staffordshire Ry Co v Peake app of plts from judgt of Mr Justice Williams at trial Nov 11

Ships Gaetano and Maria McAndrew and Co v Owners of Gaetano and Maria the Cargo and Freight app of plts from judgt of Sir R J Phillimore (without assessors) Nov 23

Zuccani v Sinclair, Moorhead and Co app of plt from judgt of Mr Justice Stephen on fur con at Westminster Nov 29

Jenkins v Jones app of plt from judgt of Baron Pollock on fur con Nov 29

Thomas v Connell and Co app of plt from judgt of Baron Pollock at trial Nov 30

Tyrell v Henville, clerk app of deft from judgt of Mr Justice Lopes at trial Dec 1

Davenport v Kendrick app of deft from judgt of Justices Field and Cave upon report of official referee—Dec 1

Neilson v James app of plt from judgt of Mr Justice Stephen at trial—Dec 2

London and County Banking Co v Wilkinson app of deft from judgt of Mr. Justice Williams at trial at Westminster—Dec 9

Brown v Great Western Ry Co app of defts from judgt of Justices Field and North—Dec 14

Simson v Moon, Bower & Co app of defts from Mr Justice Denman, Baron Huddleston and Sir H Hawkins, directing entry of judgt for plt—Dec 17

Boby v Davenport app of defts from judgt of Baron Pollock at trial—Dec 17

Watson & Co v Moss Bay Hematite Iron and Steel Co, lind app of plts from judgt of non-suit by L C J at trial—Dec 22

Cory & Sons v Burr app of plts from judgt of Justices Field and Cave on special case—Dec 24

Clack v Wood app of plt from judgt of Mr Justice North at trial—Dec 31

1882.

Pope v The Wanzer Sewing Machine Co, lind app of plts from judgt of Mr Justice Stephen at trial—Jan 3

The Ironmongers' Co, London v Stephens app of defts from judgt of Mr Justice Stephen at trial—Jan 6

Van Nierop and Sons v Henderson app of plt from part of judgt of Justices Field and Cave on special case stated in action—Jan 9

Rooth v The Midland Ry Co app of plt from judgment of Mr Justice Stephen at trial Jan 10

Allen v Johnstone app of plif from judgt of Baron Pollock on fur con Jan 11

Webber v Lee app of plif from judgt of Mr. Justice Bowen at trial Jan 12

Bain and Co v Wrighton Bain and Co v Wrightson (con acts) app of plts from judgt of Mr Justice Lopes at trial without jury Jan 13

Heiron v The Metrop Bank, lind app of plif from judgt of Lord Chief Justice at trial in London Jan 14

Smitherman v South Eastern Ry Co app of defts from judgt of Baron Pollock at trial Jan 18

Cruikshank and Co (Owners of Roxellana) v Rodgers and Co app of defts from judgt of the Lord Chief Justice on fur con Jan 20

Lynch v Godwin app of deft from judgt of the Lord Chief Justice at trial without a jury Jan 25

Bobbett v South Eastern Ry Co app of plif from judgt of Mr Justice Denman at trial Jan 26

Mersey Steel and Iron Co, lind v Naylor, Benzon and Co app of defts from judgt of the Lord Chief Justice at trial without a jury Jan 31

Meyers v Brown app of deft from judgt of Mr Justice North at trial Feb 1

Willett v Woolloot app of deft from judgt of Mr Justice Lopes on fur con Feb 1

Davison v Donaldson app of plif from judgt of Mr Justice Mathew at trial without a jury Feb 3

Byrne v Cooper app of plif from judgt of Mr Justice Denman at trial without a jury Feb 7

Maspsons v Hermano v Mildred, Goyenecko & Co app of plt from judgt of Mr Justice Manisty at trial with jury Feb 7

Couchman v Green app of plt from judgt of Baron Pollock at trial Feb 11

Bourke v Tufnell app of plt from judgt of Baron Huddleston at trial Feb 14

Riley v North Staffordshire Ry Co app of plt from judgt of Mr Justice Lopes at trial Feb 16

Cato v Thompson app of deft from judgt of Mr Justice Lopes at trial Feb 18 (Security ordered)

Flower v Sadler Sadler v Flower (original action and counter claim) app of deft W J Sadler from judgt of Mr Justice Denman at trial Feb 20

Taylor and anr v Howarth app of plt Bamford from judgt of Baron Pollock at trial Feb 20

The Pantex Steel Works and Engineering Co, lind v Wrightson app of deft from judgt of Mr Justice Lopes at trial Feb 23

Tittoner v Cooper app of deft from judgt of Baron Huddleston at trial Feb 24

Davidson v Hellivell and ors app of defts from judgt of Mr Justice Mathew at trial Feb 27

Cowgill v Saxon and anr app of plt from judgt of Mr Justice Cave at trial Feb 28

Allum v Dickenson app of plt from Justices Mathew and Cave directing entry of judgt for deft on special case Mar 2

Fenner v Smith app of defts from Baron Pollock and Justices Manisty and Stephen giving judgt to plt Mar 4

Stent v Harrison app of deft from judgt of Mr Justice Manisty at trial Mar 7

Edwards v Shearman app of plt from judgt of Mr Justice Lopes at trial Mar 8 (Security ordered)

Blaiberg v London and Westminster Loan and Discount Co app of plt from judgt of Mr Justice Lopes at trial Mar 8

Ship Mac J N McAdam, Owner of Mac v Petts and ors, Master and Crew of Saucy Polly app of plt from judgt of Sir R J Phillimore (without Assessors) Mar 9

Storry v Honywood app of deft from judgt of Mr Justice Grove at trial Mar 9

Beckett & Co v Addyman app of deft from judgt of Mr Justice Field on demr Mar 9

Lancaster v South Eastern Ry Co app of plt from judgt of the Lord Chief Justice on fur con Mar 15

Murphy v Harris app of plt from judgt of Mr Justice Williams at trial Mar 18

Guardians of Mansfield Union, in Counties of Derby and Nottingham v Wright app of deft from judgt of Mr Justice Williams at trial Mar 20

Griffin v Seelie app of deft from judgt of Mr Justice Field at trial Mar 21

Melogue Treby app of plt from judgt of Mr Justice Denman at trial Mar 23 (Security ordered)

In re Geo Thos Condy (a Solicitor struck off Rolls) app of G T Condy in person, from Justices Grove and Lindley, refusing application for restoration Mar 23

Ship Guy Manning Owners of Wiston Hall v Owners of Guy Manning app of defts from judgt of Sir R J Phillimore (without assessors) March 27

Jackson v Fletcher app of deft Fletcher from part of judgt of Mr Justice Cave at trial as to costs of third parties March 28

Cooke v Winby app of plt from judgt of Mr Justice Manisty at trial March 30

Mackley and Co v Sewell and ors app of plt from Baron Pollock and Mr Justice Manisty setting aside verdict and judgt March 31

Marshall and ors v Schofield and Co app of debts from judge of Mr Justice Chitty at trial April 3
 Chartered and Mercantile Bank of India, London and China v Netherlands India Steam Navigation Co, lmd app of debts from judge of Baron Pollock and Justices Manisty and Stephen April 4
 On appeal from the Lord Mayor's Court of London Davies v Baxter app of debt from Assistant Judge, W Brandon, Esq, allowing demurrer to debt's pleas and counter-claim April 4
 Simpson and anr (trading as John Simpson and Co) v Tamar and Kit Hill Granite Co, lmd app of debt from judge of Mr Justice Chitty on Feb 4 April 5
 In Surrey County Court holden at Southwark Eaton, an infant, by next friend, v Western and ors app of debt from Justices Mathew and Cave, setting aside judgment and directing entry for debts April 5
 Al'an v United Kingdom Electric Telegraph Co, lmd Christopher v The Same Co app of debts from judge of Mr Justice Manisty at trial April 5
 Wilden v White app of debt from Justices Manisty and Stephen setting aside verdict and judgment—action tried by Mr Justice Lopes April
 Bucknall and Sons v Hunter and Co app of debts from judge of Mr Justice Hawkins at trial April 8

From Orders made on Interlocutory Motions in the Queen's Bench Division. 1881.

Cooper v Breffitt argument of rule nisi granted on applic of plt by Court of Appeal Jan 18
 Cooper v Breffitt app of debts from order of Baron Pollock and Mr Justice Manisty for new trial—action tried in London by Mr Justice Mathew
 Thompson v Farrer argument of rule nisi for new trial granted by Court of Appeal—action tried by Lord Chief Justice Nov 24
 Eaton v Higginson app of debts from rule nisi discharged by Mr Justice Denman, Baron Huddleston, and Sir H Hawkins—action tried at Liverpool by Lord Chief Justice Dec 15

1882.

Percival v Hughes app of debt from rule nisi discharged by Lord Chief Justice and Justices Manisty and Bowen Jan 2
 The Queen on Prosecution of the Treasury v Borough of Maidenhead app of debts from judge of Lord Chief Justice, Baron Pollock, and Mr Justice Manisty on mandamus subject to special case Jan 30
 Ship Richardson v Ross app of debts from Sir R J Phillimore refusing commission Feb 11 (S O till Apr 26)
 Madras Ry Co v Cordovales app of debts from Justices Mathew and Cave refusing order to make and file further and better answer to interrogatories March 1 (S O sine die by order)
 Worley v Dobbin app of plt from Mr Justice Lopes directing on issue entry of verdict for debt Mar 2
 Phillimore v Smith and anr app of plt in person from order of Justices Mathew and Cave allowing demur Mar 4
 Weston and anr v Managers of the Metropolitan Asylum District app of debts from order of Justices Mathew and Cave allowing demur of plts to statement of defence March 8
 Taylor v Hodkinson app of debt from rule nisi discharged by Justices Mathew and Cave action tried by Mr Justice Lopes in Middlesex March 8
 Ware v Crispin app of debt from rule nisi discharged by Justices Mathew and Cave—action tried by Mr Justice Stephen at Westminster Mar 9
 Rudeforth v Willett app of debt Willett from order of Baron Pollock and Justices Manisty and Stephen for new trial—action tried by Baron Pollock at Westminster Mar 14
 Turner v Bridgett (C H Wright, trustee in liquidation) app of trustees from Justices Mathew and Cave refusing on application of sheriff to make interpleader order Mar 16 (S O pending judgment on preliminary objection)
 Tobitt v Henry app of debts from rule nisi discharged by Baron Pollock and Justices Manisty and Stephen Mar 16
 Jordan v The New River Co app of plt from rule nisi discharged by Baron Pollock and Justices Manisty and Stephen Mar 17 (Security ordered)
 Babbage v Coulburn app of plt from rule nisi discharged by Baron Huddleston and Mr Justice Field—action tried by F Bayley, Esq, Westminster County Court Mar 18
 Lury and Co v Steeves Bros and Co app of debts from order of Baron Pollock and Mr Justice Manisty for new trial Mar 18 (S O till after circuit)
 Smitherman v South-Eastern Ry Co app of debts from rule nisi discharged by Justices Mathew and Cave Mar 20
 Abouloff v Oppenheimer app of plt from order of Justices Mathew and Cave overruling demurrer to paragraph 14 of statement of defence Mar 21
 Blanchard v King app of debt from rule nisi discharged by Justices Mathew and Cave—action tried by Lord Justice Cotton March 21
 Watkins and Co v Manders app of debt from rule nisi discharged by Justices Mathew and Cave March 24
 Boylan v Jackson app of debt from Justices Mathew and Stephen refusing writ of prohibition and new trial March 25
 Burnett v Kirkwood app of debt from order of Justices Mathew and Cave for new trial—action tried at Warwick by Mr Justice Hawkins March 25
 Scott v Sampson app of debt from rule nisi discharged by Justices Mathew and Cave—action tried at Westminster by Lord Chief Justice March 26
 The Blaina Iron and Tin Plate Co, lmd v Garbutt, Blamer and Co app of debts from Baron Huddleston and Mr Justice Field refusing to give directions as to mode of trial under ord 16 r 21 March 27 (not before April 26 by order)
 Hiscock v Emerson app of plt from Justices Manisty and Stephen refusing conditional liberty to defend or sign final judgment March 28
 Friend, Iredale and Co v Mollwraith and Co app of debts from Justices Mathew and Cave refusing to set aside verdict and judgment for plt Mar 28
 Travers and Son v Tomlinson and Co app of debts from rule nisi discharged by Baron Pollock and Mr Justice Manisty—action tried at Guildhall by Mr Justice Mathew March 29
 Cook v Winby app of plt from rule nisi discharged by Justices Mathew and Cave—action tried by Mr Justice Manisty in Middlesex March 29
 Prudential Assurance Co, lmd, v Western Provident Association and anr app of debts from rule nisi discharged by Baron Pollock and Mr Justice Manisty—action tried by Mr Justice Field April 30
 Miller v Pilling app of plt from order of Mr. Justice Field on m f j on report of official referee March 31
 Hurst v Bushell app of debts from judge of Mr Justice Field on interpleader issue April 1

Smith v Keal app of plt from rule nisi discharged by Baron Pollock and Justices Manisty and Stephen—action tried by Baron Pollock April 3
 Angas v Bannister app of plt from rule nisi discharged by Baron Pollock and Mr Justice Manisty—action tried by Lord Chief Justice April 3
 Alcock and ors, trustees, &c, v Moorhouse app of plt from rule nisi discharged by Justices Mathew and Cave—action tried by Baron Pollock April 3
 Adams v Severn and Canal Carrying Shipping and Steam Towing Co, lmd app of debt from rule nisi discharged by Justices Mathew and Cave—action tried by Mr Justice Bowen April 3
 Brownson v Henshaw app of plt from rule nisi discharged by Justices Mathew and Cave—action tried by Baron Pollock April 5
 Compagnie Financiere et Commerciale du Pacifique v Peruvian Guano Co app of debts from Mr Justice Field and Baron Huddleston refusing reference as to damages April 6

FROM PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

For Hearing.

Appeals from Orders made on Interlocutory Motions.

Admiralty.

1881.

Ship Signet Richardson v Ross app of debt from Sir R J Phillimore refusing commission—Feb 11

Divorce.

Gandy v Gandy app of resp from the President giving leave to file petn for permit alimony—Mar 27

Appeals from Final Judgments.

(Admiralty) without Assessors.

Ship Gaetano and Maria McAndrew and Co v Owners of Gaetano and Maria her cargo and freight app of plt from judge of Sir R J Phillimore without assessors—Nov 23

Ship Mac J N McAdam, Owner of Mac v Petts and ors, master of crew of Saucy Polly app of plt from judge of Sir R J Phillimore without assessors—Mar 9

Ship Guy Manning Owners of Whiston Hall v Owners of Guy Manning app of debts from judge of Sir R J Phillimore without assessors—Mar 27

(Admiralty) with Assessors.

1882.

Ship Mathilde and Dwina Owners of Dwina v Owners of Mathilde Owners of Mathilde v Owners of Dwina (consolidated actions) app of Owners of Dwina from judge of Sir R J Phillimore with assessors—Jan 16

Ship Elysia Jenkins and ors v Owners of Elysia app of debts from judge of Sir R J Phillimore with assessors—Jan 18

Ship Tredegar and Cosarea Owners of Cosarea v Owners of Tredegar Tredegar Steam Shipping Co v Owners of Cosarea (consolidated actions) app of Owners of Tredegar from judge of Sir R J Phillimore with assessors—Feb 7

Ship Sportsman Wilkins v Owners of Sportsman app of plt from judge of Sir R J Phillimore (with assessors) Feb 13

Ship Hector (con acta) Owners of Augustus v Owners of Hector and freight app of debts from judge of Sir R J Phillimore (with assessors) April 1

N.B.—The Admiralty appeals will be taken with the Queen's Bench Appeals at Westminster. The assessor cases on special days to be appointed by the court. The non-assessor cases will come into the list for hearing in the order of date of setting down. The Probate and Divorce Appeals will be taken with the Chancery Appeals at Lincoln's Inn.

FROM THE LONDON BANKRUPTCY COURT.

In re Strousberg Ex parte Apperley
 In re Poole and Sons Ex parte Cocks and Co
 In re Storey Ex parte Popplewell
 In re Gosling Ex parte Pitt and ors
 In re Huggins Ex parte Rabbidge

N.B.—The above list contains final and interlocutory appeals set down to Thursday, April 13, inclusive.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

LIST OF CAUSES FOR EASTER SITTINGS, 1882.

Before Vice-Chancellor BACON.

Causes for Trial.

Transferred from Mr. Justice Chitty by order dated Nov. 10, 1881.

Mostyn v Lancaster act, wits
 Taylor v Mostyn act
 Smith v North Staffordshire Ry Co
 Parker v Turner act
 Grey v Burn act, wits
 In re Taylor, decd Jones v Edwards act, wits
 Thomas v Foster act, wits
 Ransome v Graham act, wits pt hd
 In re Williams Williams v Stratton act
 Samuel v Black act
 Finch v Goutiere fur con
 In re Whittaker Whittaker v Whittaker act, wits
 Willian v Gt Northern Ry Co act, wits
 Whittaker v Pearce act, wits
 Dawson v Walker mota for judgment
 Causes transferred from Mr. Justice Chitty by order dated Feb. 7, 1882.

Maynard v Marks act, wits
 In re Speight Speight v Gaunt act & mota for judgment, wits
 Chawner v McLean act, wits
 Charles v Jones mota for judgment
 Brown v McCowan act
 Jones v Blow act, wits
 Jackson v Winnifirth act, wits
 Camp v Conder act, wits

Betjemann v Howe act, wits
 O'Bryen v O'Bryen act
 Lloyd's Banking Co v Macalister act, wits
 Loyley v Norman act, wits
 Ulrici v Metropolitan Ry Co act, wits
 Todd v Thornton act, wits
 Robinson v Fulham District Board of Works act, wits
 Tarkard v Alexander act, wits
 Noel v Tyler act, wits
 Green v Société Générale de Paris act, wits
 Williams v Dollar act, wits
 Rowland v Meakin act, wits
 Merritt v Johnstone act, wits
 Alcock v Banner mota for judgment
 Blaiberg v Eyles act, wits
 Blaiberg v Eyles act, wits
 In re Cooper Godwin v Burridge mota for judgment
 Bennett v Whiteley act, wits
 Halsey v Marcusen act, wits
 Adams v Army and Navy Hotel Co, lmd act, wits
 Syer v Mulkerin act
 Sampson v Webb act
 In re Burton, Boulton v Jones act, wits
 Godfrey v Forester act, wits
 Davies v Davies act
 Houschel v Heuschen act & m f judgment
 Livett v Foster act, wits
 Tabb v Quick act
 Meakin v Rowland act, wits
 In re Nicholls, Nicholls v Nicholls fur con
 Stamford, &c, Ry v Lindridge Colliery Co fur con

In re Frost, Sparrow v Beazley fur con
In re Knight's Estate, Weston v Knight
fur con
In re Winnial, France v France fur
con
Heath v Bradbury m f judgt (short)
Jessop v Smith motn for judgt
In re Elliott, Needham v Elliott m f j
Askew v Woodhead 2nd fur con
Askew v Rooth 2nd fur con
In re Rabett, decd., Winterton v Rabett
fur con
Austin v Davids motn for judgt
In re Haigh, Long v Haigh fur con

Before Vice-Chancellor HALL.
Causes for Trial (with Witnesses).
Young v White act, pt hd
Motion v King act
Schofield v Clegg act
Collins v Forman act
Coleman v Kirkaldy act
The Devon & Banking Co v Jewell act
Marley v Stephenson (1880.—M.—1,471)
act
Same v Same (1880.—M.—1,470) act
Ross v Semple act
Semple v Ross act
National Provincial Bank, v Evans
act & m for j
Cuthbertson v Palmer act
Rollings v London Scottish & Building
Society act
Robinson v Robinson act
Window v Abbott act
In re Mutton Mutton v Mutton act
Jones v Brill act
Williams v Price act
In re Walcott, Henderson v Liddell act
& sums
In re Saul v Mills act & m for j
In re Grantham Grantham v Chitty
issue for trial
Best, Webb & Co v Gilbert act
Horwood v London Cemetery Co act
In re Beaton v Dickin act
Angus v McLachlan act
Lambert v Trousdale act
Elliott v Bidder act
Coy of Proprs of Norfolk Estuary v
King's Lynn Dock Co act
Hill v Williams act
Manchester & Co Bank v Dalglieh act
Blanckensee v Jones act
Chatelain v Fairhead act
Wills v Pickering
Alton v Yorkshire Advance Bank act
Parkgate Wagon Works Co v Evans
a & m for j
Essex v Harris act
Essex v Appleton act
Perkin v Scott act
Dodd v Brown act
In re Abbott, Graham v Paine act
Oldham v Hayward's Heath Local Bd
act
Reid v Morford act
Hanson v Wood act
Dixon v Wood act
Revill v Wood act
Worsdale v Thuey act
Trott v Bramall act
Lockhart v Webster act
Winby v Cardiff District, &c, Trams
Co, lmd act
Smith v Macrue act
Trivick v Hungarian Coffee Co, lmd
act
Wys Railway Co v Hawes act
Morgans v Morgans act
Tomkinson v Winship act
Ker v Williams act
Goulier v Roumier act
Patchett v Illingworth act
Ball v Morston act
Aylwin v Evans act
Berry v Keen act

Further Considerations.
Butler v Cubitt f c
Grange v White f c
Gilbert v Gilbert f c and sums to vary
Whittingstall King f c
Turner v Windass f c
Thomas v Hobitt f c
In re Withy Ostrachan v Ostrachan
fur con (short)
In re Withy Ostrachan v Ostrachan
fur con (short)
Paine v Bisey fur con
Yates v Finn 2nd fur con
Caley v Caley 2nd fur con

Before Mr. Justice FRY.
Causes for Trial (with Witnesses).
Hale v Earl de la Warr act
Price v Torrens act
In re Baxter, Baxter v Baxter act
In re Phosphate Manure Co, &c mot
Kemp v Bilye act
Stuchbury v Walker act
Parkes v Clemson act
Hardingham v Rowan act
Symons v Milkorn act & m f j

Parker v Wells act
Burial Board of Egremont v Egremont
Iron, &c, Co act
Wright v Davie act
Scott, Bart v Padwick act
Limb v The Heage Local Board act
Wells v Thuey act
Mann v Taylor act
In re Worssam Hemery v Worssam
act pt hd
City of Wells Coffee Tavern Co v Wilkins
act
Small v Metropolitan Ry Co act
Parkinson v Cross act
Cookey v Bradley act
In re Pride, Spring v Jones act
Freeman v Elmsley act
Sole v Walton act
Wood v Nash act
Elliot v Langston act
Wolfe v Matthews act
Eames v Griffith act
Collette v Plockton act

Transferred from V.C. Hall by order
dated Feb. 27, 1882.
Foster v Gats act
Green v Clayton act
Brewer v Broadwood act
In re Beaumont Henson v Beaumont
act
Brown v Pearson act
France v Clarke act
Gwilt v Briscoe act
Ancell v Younger & Co act
Attorney-Gen v Acton Local Bd act
Sherley v Hall act
Anglo-Universal Bank v Eaton act
Clark v Evans act
Smeizer v Charles act
Baggs v Mayor & Co of Bath act

Transferred from Mr. Justice Chitty by
order dated Feb. 27, 1882.
Hughes-Hallett v Indian Mammoth
Gold & Co act
Sullivan v Collings act
Jones v Moreland act
Routh v Wallis act
Taylor v Calverley act & m for j
Eaton v Hunt act
Bossiere v Glover act
Malleron v Morlot act
Jones v Dade act
Legg v Elkington act (April 24)
Mander v Lawrence act & m for j
Warner v Hugham act
Economical Bldg Socy v Younger act
Attorney-Gen v Met Ry Co act
Mogford v Courtenay act
In re Patterson Patterson v Shepploy
act
Hattershall v Wilkinson act
Robinson v Hull & Dock Co act
Over v Bates act
Russell v Army & Co Supply, Id act
Turner v Jackson act
Budden v Day act
Lewis v Malpas act
Crosse v Tyson act
Bateman v Taylor act
Hodge v Milner act
Hughes v Tredwell act
Johnson v Rivers act
Auvergne Bituminous Rock Co v
Churchward act
In re Ellis, Collins v Ellis act
Dell v Pinto-Leite act
Waterford v Hill act
In re Rhodes, Wroth v Rhodes act
Smith v Watson act
Leeds v Leach act
Jones v Oldham Corporation act
Holden v Oldham Corporation act
Risley v Risley act
Telephone Co v Harrison & Co act
In re Carriage Co-operative Supply
Assoc, &c moin
Cobbett v Middleton act

Causes for Trial (without Witnesses),
and Further Considerations.
Frampton v Stephens dem
In re Evans, Owen v Evans act and
sums
Mordaunt v Burrow 2nd fur con
In re Sangster Sangster v Sangster
m f j
In re Daly, Daly v Daly act
Gover v Anderson act
Thomas-Peter v Oxenham m f j
Gibbs v Haydon act

Transferred from Mr. Justice Chitty by
order dated April 8, 1882.
Evershed v Evershed act, wits
Harwood v Wincup act & m for j
London & Provincial Traders' Whole-
sale Stores Id v City Syndicate, 11 act
wits
Austin v Bird act, wits
Lloyd's Banking Co v Macalister act,
wits
Sutton v Sutton act, wits

Beedham v Simpson act, wits
Lock v Olive act, wits
Norwich and Norfolk, &c, Building Society v Martinson act, wits
Filler v Roberts Filler v Roberts act, wits
Pitman v Buckler act, wits
Ross v Ross act, wits
Ward v Ward act, wits
Temperance Permanent, &c, Building Soc v Banks act, wits
Mutual Society v Torkington act, wits
Cox v Riley act, wits
Stanford v Horsham Local Board act, wits
King v Smith act, wits
Warren v Craik act, wits
Thornton v Stone act, wits
Wood v Smith act, wits
Goodall v Hutchings act, wits
Standing v Wollmershausen act, wits
Cropper v Smith act, wits
Martinson v Clowes act, wits
Lakeman v Lose act, wits
Harvey v Harvey act, wits
Watson v Holliday act, wits
Farwig v Macey & Co act, wits
Sainsbury v Steeds act, wits
Blakeley v Luke act, & m f j, wits
Plaxton v Plaxton act, wits
Lane v Norman act, wits
Cairns v Whittle act, wits
Beresford v Bathway act, wits
Doveren v Procter act, wits
North British Ry Co v Charlton act, wits
Baker v Greyson act, wits
De Zuccato v Fairholme act, wits
Bettyen v Maynard act, wits
Pierce v Entwistle act, wits
Bateman v Brown act, wits
Hut v Victoria Graving Dock Co act, wits
Heir v Foster act, wits
Billyard v Swan act, wits
Simpson v Sidebottom act, wits
Clarke v Yorks act, wits
Pledge v Saabrook act, wits
Oldbury Local Bd of Health v Baker act, wits
Charlton v North British Railway Co act, wits
Central Bank of London, lmd, v Jackson act, wits
Johnston v Liverpool Marine Credit Co, lmd act, wits
Hodgson v Mawer act, wits
In re Smedley Chesterfield, &c, Banking Co v Smedley act, wits
Leyleand & Co v Vaughan Bros & Co act, wits
In re Newham Shipman v Boast act, wits
In re Newham Newham v Boast act, wits
Jenkins v Edwards act, wits
Edwards v Jenkins act, wits
Goldthorpe v Gilbraith act, wits
Buxton v Sower act, wits
Wandsworth Board of Works v Stiff act, wits
Punchard v Jones act, wits
Tibbs v Blaiberg act, wits
Anderson v Liebig's Extract of Meat Co act, wits
Graham v Robson act, wits
Dunball v Broad-st, &c, Workshops Co, lmd act, wits
Foster v Addy act, wits
Heatley v Junior Army and Navy Stores, lmd
Vanderlinden v Lange act and m for j, wi s

Before Mr. Justice CHITTY.
Causes for Trial (with witnesses).
Levetus v Newton act pt hd by Mr. Justice Chitty
Le Blond v Curtis act (S. O. till evidence complete)
In re Calver, decd Manners v Baxter act (May 1)
Prince v Bonsall Local Board of Health act
Price v Smith act
Robinson v Drakes act (cross-exam)
Pearson v Bailey act
Sparrow, Tufnell & Co v Cutts act
Cullum v Hobbs act
In re Hobbs, decd Hobbs v Cullum act
Edridge v Davis act

Kitwood v Worth act & m f j
Johnesson v Palgrave act
Churchill v Johnasson act
Moore v Heara act
Smith v Darlow adjd sumns with wits by order
Bennett v Harris act
Peacock v Sinclair act (Liverpool)
Skipworth v Saylo act
In re Frestwell, decd Bower v Beresford act & m f j
Hoole v Brown act
Holloway v Cheston act
Klinker v Newton act
Nichols v Nichols act
Vint v Hudspith (1880—V—046) act
Vint v Hudspith (1880—V—047) act
Lumb v Mackrell act
Clark v Liebmann act
In re Eliot, decd Hardy v Eliot act
In re Morant, decd Morant v Manson act
Thomas v Palin act
Masson v Sheffield act
London & North-Western Ry Co v Keighley act
Conolan v Leyland act (Liverpool)
Coates v London Works, lmd sumns and act (cross-exam.) by order
Stevenson v Hooper ad sumns with wits by order
Hutchins v Butler motn to be treated as trial of act with wits by order
In re J. Reed pet with wits by order
Moody v Phipps act
Eyre v Stanley act
Fishburn v Smith act
Gardner v Whitley act
Ware v L. B. & S. C. Ry. Co. act
In re Decries, decd Nordon v Levy act
Nordon v Nordon act
In re James Truman's Est Dawbarn v Truman adj sumns
Sheppard v Hovell adj sumns
In re Hy Taylor's Estate Taylor v Taylor (Hodgson's claim) adj sumns
Bowen v Welch act
Bennoch v Bartlett mtn by ldrtr for payment by manager who claims set-off
McAndrew v Indian Mammoth Gold Mines lmd act
Drew v Met Board of Works act, cross-examination (April 26)
Oldrieve v Knowles a/j sumns with wits by order
In re Rowe's Trade Mark "Oroide" motn by Taylor & Co to rectify register with wits by order
Hartopp v Tate act
Liebig's Extract of Meat Co, lmd v Hooper act
Childs v Pemberton v Childe act
Cox v Elliott act
Gandy v Reddaway act
Law v Garrett act (S O till return of commission)
Boswell v Coax act (S O May 1)
Ormes v Bateman act
Scoold v Wilson act
McGill v Guiterman McGill v Markt & Co cons acts
Aitken v Williamson act
Robinson v Molynoux act and m f j
Treharne v Colman act
Smith v Coak act
Further Considerations.
Peter v Peter f c
In re Edmondson, decd Faulkner v Edmondson f c
In re Brown, decd Brown v Barnes f c
Sanders v Fox f c
Lewis v Trask f c
Hopkins v Victoria Mansions, lmd f c
Wright v Snaps f c and 2 sumns to vary
In re Birch, decd Birch v Botterill Botterill v Birch f c
In re Wetherell, decd Greathead v Harri- riss f c and sumns to vary
In re Maughan, decd Maughan v Richardson f c
In re Allum, decd Allum v Allum f c
In re Fanring, decd Cumberland v Cumberland f c
In re Holmes, decd Smith v Holmes f c
Bidder v McClean dem of deft McClean to statement of claim
Chappell v Boosey dem of deft to statement of claim

Allin v Chandler dem of defts to statement of claim
Palibrook v Phillips dem of deft to statement of claim
Austin v Bird dem of deft to statement of claim
Causes for Trial (without witnesses).
In re Barlow, decd, Turner v Barlow s c and m f j pt hd by Chitty, J
Moore v Lord m f j by order
In re Jackson, decd, Jackson v Jenkins s c
Pickering v Smith act & m f j
In re the Liverpool and London Guarantees and Accident Insurance Co, lmd (Beresford's case) adj sumns
Peat v Latchford adj sumns
In re Patent Shaft and Axle Tree Co, lmd adj sumns
In re Accidental Death Insurance Co adj sumns
Browett v Dillon adj sumns
In re Harrison, decd, Harrison v Robinson m f j
In re Louisa and Emily Helen Strombora's Estates, Strombora v Goodman, adj sumns
In re Wilkin's Estate, Crispe v Crispe adj sumns
In re Lake and Llyward (V & P A C) adj sumns
Watson v Cave adj sumns
Davies v Dudley m f j (Wal'sall)
Preston to Mayor, &c, of Liverpool and V & P Act adj sumns
Lloyd's Banking Co v Miller m f j
In re The Inch Hall Rolling Mills Co, lmd (Mansell's case) adj sumns
In re Cannock and Wimblebury Colliery Co, lmd adj sumns
In re Cwm Ricket and Maesnant Lead Mining Co, lmd adj sumns
Sharp v Wright adj sumns
Burkinshaw v Tall adj sumns
In re George Unwin's Apple and Trade Marks Registration Acts adj sumns
In re Peers Williams, decd, Earl of Eglington v Williams act
In re Liverpool and London Guarantees and Accident Insurance Co (Owen's case) adj sumns
Hawks v Cross act
Gosnell v Reynolds act & m for j
In re Southport & West Lancashire Banking Co lmd (Matheson's case) adj sumns
De Caux v Buck act
In re Beecroft, decd Harper v Tait sp c
In re Davis & Morgan, Solicitors adj sumns
Parcival v Nevison act
Davis v Harford sp c & m for j
In re Alnutt, decd Fott v Brassey sp c & m for j
In re Sutton Park Crystal Palace Co, lmd adj sumns
In re The Stourforth Lane Colliery Co (Underhill's case) a/j sumns
In re The South Essex Equitable Investment & Advance Co a/j sumns & mtn pt hd
In re F. Burrow, a Solicitor adj sumns
In re Barker, decd A'quith v Saville act & m for j
Taylor v Williams adj sumns
In re Hull District Bank (Tocoo's case) adj sumns
In re Dronfield Silkstone Coal Co (2) adj sumns

HIGH COURT OF JUSTICE. QUEEN'S BENCH DIVISION.—EASTER Sittings, 1882.

These Sittings commence Monday, the 17th of April, and finish Friday, the 26th of May, 1882.

The trial of Common Juries in Middlesex will be on Tuesday, the 18th of April, and on and after that day one Court will sit in Banco, and three at Nisi Prius. Special Juries, actions and actions "without a jury" will not be taken before Monday, the 1st of May.

NEW TRIAL PAPER.

For Argument.
Middlesex, Nowell v Williams (part heard May 25, 26, 27, and 28, 1880, before Lord Coleridge and Grove and Lopes, JJ)
Liverpool, Starr and another v Bolland (stands over) Field, J
Middlesex, Nordenborg, trading, &c v The Trade Auxiliary Co, lmd (Stubb and Co) (before three judges) Field, J
Middlesex, Calcutta v Campano
Mathew, J
London, Vigor and anr v Sheffield, lately trading, &c Pollock, B
London, Scruton and anr v Sheffield, lately trading, &c Pollock, B
London, Maspons v Mildred and Co Manisty, J
Middlesex, Tilbury v Kent and Son Grove, J
Middlesex, Sawyer v The London and Westminster Loan and Discount Co Williams, J
Middlesex, Hennen and anr v Cracknell and anr Stephen, J
Lincoln, Jacklin v Beacock Baggallay, J
London, White v Arnold Hawkins, J
Middlesex, Blackmore v The Vestry of the

Hamlet of Mile End Old Town Grove, J
Middlesex, Ashdown v Ingamells Hawkins, J
London, Wallace and Co v Chandler and Co Field, J

SPECIAL PAPER.

For Argument.
Davis v Prosser dem to stmnt of defence (stands over until issues in fact are tried)
Blewett v Cotton dem (stands over for settlement)
Gould v Marklew dem to stmnt of claim (stands over for settlement)
Furness Iron and Steel Co v Hodbarrow Mining Co sp case (before two judges)
Longley v De Gaulejac dem to stmnt of claim
Gurney v Bradlaugh dem to plff's reply Rev. W. Buckland Lott and ors, trustees, & v President and Scholars of Corpus Christi College dem to defts' counterclaim
Davenport v Ward dem to par 6 of defence Harding v Preec sp case (before two judges)
Mogridge v Helmore dem to par 8 of defence and counterclaim
Carnegie v Tennant dem to stmnt of difncs Castle Ramsgate Improvement Commissioners sp case (before two judges)
Martin v Hetley dem to plaintiff's stmnt of claim
Bell v Love and anr sp case (before two judges)
Swinton and anr v Smith and anr dem to statement of defence Walker v London & South-Western Ry Co sp case (before two judges)
Goodall v Vestry of Camberwell dem to para 2 and 3 of statement of claim Richardson and anr v Guardians of Madeley Union dem to statement of claim

CASES STANDING FOR CONSIDERATION.

Lilley v Garner motu nisi for new trial (heard before Field and Bowen, JJ)
Lawrence v Rowley motu nisi for new trial (heard before Stephen and Bowen, JJ)
Walker v Fry motu nisi for new trial (heard before Mathew and Cave, JJ)
OPPOSED MOTIONS.
Calcina v Campoverde (stands over till hearing of motu nisi for new trial)
Campoverde, judgment debtor v Calcina, judgment creditor (stands over)
In the Matter of Henry Staniland, a Solicitor (stands for May 29)
Bettrill v Cartwright (stands for settlement)
Lilley, jun., v Garner (stands over till judgment given on motu nisi for new trial)
Hessey v Court and anr (stands over till Apr 24)
Kingchurch v The Met District Ry Co (part heard Mar 8 before Field, J, and Hudleston, B)
Baron Hematite Steel Co v Hosgood and Smith (stands for 1st day of Easter Sittings)
Warren v Orther (stands over to be heard before Huddleston, B)
Henderson and anr v Miller and anr (stands over till 3rd day of Easter Sittings)
Croker v Howell and anr (stands over till 4th day of Easter Sittings)
Abbott v Andrews (stands over till 4th day of Easter Sittings)
The Whittington Silkstone Colliery Co v Vanderburgh (stands for 1st day of Easter Sittings)
Woods v Positive Government Security Life Assurance Co, ltd.
Thompson v Shaw
Runtz v Chadwick and anr
Toovey, judgment creditor v Pattison and Wife, judgment debtors

Salberg, Bros. & Co v Meyer, sued, & Branton and anr, as executors, & v Whittaker, Bros
Terrell v Robertson, sued, & Kemp Welch v Webster, Bart CROWN SIDE.
CROWN PAPER.
For Judgment.
Lancashire, Wigan, Warrington Waterworks Co v Longshaw Met Police District, Dobbs v Grand Junction Waterworks
For Argument.
Essex, Brand v Cracknell London, Fox and Co v East London Waterworks Co
Reading, The Queen v J. O. Griffits, Esq., Recorder of Reading
Staffordshire, The Queen v Williams
Herts, Woolley v Carter
Norwich, The Queen v The Mayor, &c., of Norwich
Derby, Belper Union v Bailey Met Police District, Kirk and anr v Wallen Derby, Evans v Whitehouse and anr Derby, Same v Severn Derby, Same v Whitehouse and anr Derby, Same v Severn
Papers of Holland, The Queen v Rev. J. R. Jackson and ors (Justices, &c.), and J. Leaper
Lancashire, West Derby Union v Vestry of Liverpool
Lancashire, The Queen v The Judge of Manchester County Court and Holt Gloucestershire, The Queen v Westbury-on-Severn Union
Staffordshire, The Queen v Williams Surrey, The Queen v The Licensing Justices of Wandsworth Division of Surrey Lancashire, The Queen v Cook Herefordshire, The Queen v Cook
Leominster, Newing v Blaiberg

REVENUE PAPER.

CAUSE OF ENGLISH INFORMATION.
Attorney-General, Informant, and the Met District Ry Co and George Hopwood, Defendants (stands over until appeal heard in "Attorney-General v Metropolitan Ry Co")
CASES stated pursuant to the "Customs and Inland Revenue Act, 1874," and "The Taxes Management Act, 1890."
Keen, surveyor, &c., Farlow Martin, surveyor, &c., v Trustees of Congregational Memorial Hall
Stokes v Abbott, surveyor, &c., Whitwell, surveyor, &c., v Munby The Justices, &c., of the County of Warwick v Thift, surveyor, &c., Jowett, surveyor, &c., v Moss (for Justices of Lancashire)
Last, surveyor, &c., v The London Assurance Corporation
Bowers, surveyor, &c., v The Justices of Cumberland
Cottell, inspector, &c., v The Justices of Monmouth Victoria Chambers Co, ltd., v Musgrave, surveyor, &c.
The Justices of Kent v Lamarque, surveyor, &c., Roberts, surveyor, &c., v The Justices of Parts of Holland in the County of Lincoln Blake, surveyor, &c., v Imperial Brazilian, Natal and Nova Cruz Ry Co, ltd.
The British and Foreign Marine Insurance Co, ltd., v Whitworth, surveyor, &c., The Burial Board of Paddington v The Commissioners of Inland Revenue The Alexandria Water Co, ltd., v Musgrave, surveyor, &c.

MARRIAGE.

WALTERS—DAVIES.—April 13, at St. Mary's Church, Haverfordwest, by the Rev. J. A. Owen, of Cheltenham College, assisted by the Vicar, Rev. J. B. Wrenford, W. Howell Walters, only son of the late William Walters, J.P., of Haverfordwest, to Mary Laura, only daughter of William Davies, M.P. for Pem-brookshire.

At the Stock and Share Auction Company's sale, held on Friday, the 14th inst., at their sale room, Crown-court-buildings, Old Broad-street, the following were amongst the prices obtained:—Nine Reefs Gold Mining £1 shares, 7s. 6d.; Indian Kingston and Sandhurst Gold Mining £1 shares, 7s. 6d.; House Improvement and Supply Association £1 shares, 15s.; La Plate Mining and Smelting 10dols. shares, £2 2s.; Consolidated Mining £1 shares, 3s.; Indian Phoenix Gold Mining Company, 19s. 4d.; Isle of Man Steam Packet £25 shares, £80; and other miscellaneous securities fetched fair prices. At their sale held on Tuesday, the 18th inst., the following were amongst the prices obtained:—La Plate Mining and Smelting 10dols. shares, fully paid, £2 2s. 6d.; Nine Reefs Mining £1 shares, 5s. 6d.; S. B. Lambe & Co. £1 shares, fully paid, 12s.; Corporation of South Australian Copper Mines £1 shares, 10s. paid, 5s. 6d.; Temple Lead Mining £1 shares, 2s. 6d.; New Wye Valley Lead Mining £1 shares, 2s. 6d.; Lombardy Road Rails £10 shares, fully paid, £6 16s.; Newcastle Chemical Works, £1; General Share Trust £10 shares, £7 paid, £2; and other miscellaneous securities fetched fair prices.

DAYLIGHT FOR THE MILLION.—Adopt Chappuis' Patents, 60, Fleet-street.—[ADVR.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

GILBERT, ROBERT, jun., Rockland St Mary, Norfolk, Esq. May 4. Gilbert v Gilbert, Hall, V.C. Payne, Frome JONES, JOHN, Piccadilly, Esq. May 10. Colman v Richards, Chitty, J. Richards, Warwick st, Regent st NEWCASTLE, ANN, Bedlington, Northumberland. May 10. Nicholson v Thompson, Hall, V.C. Scott, Newcastle-upon-Tyne WHITHAM, GEORGE, Huddersfield, Boot Maker. May 27. Potter v Whitham, Fry, J. Ainley, Huddersfield WILLIAMS, WILLIAM, Polglaze, Creed, Cornwall, Farmer. May 20. Willyams Treffry West and Co v Williams, Fry, J. Paul, Truro

[Gazette, April 11.]

SALES OF ENSUING WEEK.

April 24.—Mr. ARTHUR JACKSON, at the Mart, at 2 p.m., Leasehold Property (see advertisement, this week, p. 3).
April 24.—Mr. WALTER KNIGHT, at the Masons' Hall, Wine and Spirit Establishments (see advertisement, this week, p. 3).
April 25.—Messrs. DEENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold Ground Rent (see advertisement, this week, p. 3).
April 26.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Freehold Property (see advertisement, this week, p. 3).
April 26.—Mr. ARTHUR JACKSON, at Enfield, Freehold Building Land (see advertisement, this week, p. 4).
April 28.—Messrs. BAKER & SONS, at the Mart, at 2 p.m., Leasehold Property (see advertisement, April 8, p. 4).
April 28.—Messrs. NORTON, TRIST, WATNEY, & CO., at the Mart, at 2 p.m., Freehold Ground Rents (see advertisement, this week, p. 3).

LONDON GAZETTES.

Bankrupts.

FRIDAY, April 14, 1882.

Under the Bankruptcy Act, 1869.
Creditors must forward their proofs of debt to the Registrar.
To Surrender in the Country.

Clifton, Edward, Bradford, York, Private Banker. Pet Apr 12. Lee, Bradford, Apr 26 at 12 Goodwin, Henry, Watford, Hertford, Clerk in Holy Orders. Pet Apr 6. Edwards, St Albans, Apr 26 at 3 McKiernan, John, Darlington, Durham, out of business. Pet Apr 12. Farmer. Stockton on Tees, Apr 23 at 11 Wakeford, George, Romford, Essex, of no occupation. Pet Apr 6. Gopp, Chelmsford, May 5 at 11

TUESDAY, April 18, 1882.

Under the Bankruptcy Act, 1869.
Creditors must forward their proofs of debt to the Registrar.
To Surrender in London.

Fletcher, Joseph Frame, Corn Exchange chmrs, Seething lane, Flour Merchant. Pet Apr 15. Brougham. May 2 at 11 Purchase, J. W., Moorgate st, Secretary of a Public Company. Pet Apr 6. Brougham. May 3 at 12 Taggett, John, Cricklewood, Dairyman. Pet Apr 14. Brougham. May 3 at 11 Wombwell, Henry, Charles st, St James'. Pet Apr 14. Brougham. May 3 at 12

To Surrender in the Country.

Austin, Charles, Earls Barton, Northampton, Farmer. Pet Apr 15. Faulkner, Northampton, May 9 at 11 Brown, Henry, Leeds, Corn Dealer. Pet Apr 15. Cawthery, Leeds, May 10 at 11 Cuthford, Ashlin, Orby, Lincoln, Farmer. Pet Apr 13. Staniland, Boston, May 6 at 12.30 Ellery, Thomas, Newport, Monmouth, Builder. Pet Apr 14. Davis, Newport, May 2 at 11 Gilbert, Robert, Hesle, York, Brick and Tile Manufacturer. Pet Apr 6. Rillit, Kingston upon Hull, May 4 at 3 Gleaves, Frederick, and Joseph Gleaves, Tunstall, Milliners. Pet Apr 14. Tennant, Hanley, May 1 at 11

Hewer, John, Exeter, Licensed Victualler. Pet Apr 14. Daw, Exeter, May 1 at 12 Hobbs, Thomas Samuel, Ransgate, Builder. Pet Apr 14. Furley, Cauterbury, May 12 at 11 Hornsby, Emerson, Over Darwen, Lancaster, Builder. Pet Apr 13. Bolton, Blackburn, May 3 at 11

Mayo, Elizabeth Martha, Bath. Pet Apr 15. Robertson, Bath, May 1 at 11 Perry, William Thomas, Weston super Mare, Plumber. Pet Apr 14. Lovibond, Bridgewater, May 1 at 11

Shackleton, William, Springfield Mill, nr Todmorden, Cotton Spinner. Pet Apr 13. Hartley, Burnley, May 2 at 11

Veevers, Joseph Henry, Leeds, out of business. Pet Apr 12. Marshall, Leeds, May 10 at 11

BANKRUPTCIES ANNULLED.

TUESDAY, April 18, 1882.

Quentin, Walter, of Her Majesty's ship "Asia," at Portsmouth, Lieutenant. Apr 13

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, April 14, 1882.

Adams, John Robert, and George Roifern, Hanley, Earthenware Manufacturers. Apr 24 at 3 at office of Bennett, Piccadilly bridge, Hanley Baugh, William James, Liverpool, Boot Dealer. May 1 at 3 at office of Buckley, Gallowtree gate, Leicester Beaumont, George, New Mill, nr Huddersfield, Farmer. Apr 26 at 3 at office of Iveson and Meller, Queen st, Huddersfield Caffrey, Thomas, Colsterworth, Lincoln, Beerhouse Keeper. Apr 26 at 12 at office of Schofield, St Peter's hill, Grantham Chapman, Charles William, Wednesbury, Stafford, Stationer. Apr 22 at 11 at offices of Sheldon, High st, Wednesbury Chatton, Thomas Henry, Farnworth, Lancaster, Ironfounder. Apr 28 at 3 at office of Greenhalgh and Cannon, Acresfield, Bolton Cocker, John, Royton, Lancaster, Joiner. May 3 at 3 at the Lyceum, Union st, Oldham. Blackburne and Smyth, Oldham Coley, George Wells, Birmingham, out of business. Apr 27 at 3 at office of Jaques, Temple row, Birmingham

Evans, Frederick, Bloxwich, Stafford, Boot Manufacturer. May 1 at 3 at office of Wilkins & son and Co, Bridge st, Walsall

Evans, Thomas, Llanelli, Commercial Traveller. Apr 28 at 11 at office of Howell, Stepney st, Llanelli

Frankland, Joseph, Filey, York, Innkeeper. May 4 at 2 at Castle Hotel, Queen st, Scarborough, Richardson, Bridlington

Green, Thomas, Leyton, Builder. May 5 at 2 at office of Coburn and Young, Leadenhall st

Hambleton, William, Hanley, Butcher. Apr 28 at 2 at offices of Sword, Cheapside, Hanley

Hartwell, William, Wolverhampton, Baker. Apr 28 at 11 at office of Stratton, Queen st, Wolverhampton

Harwitz, Louis, and Lipman Sonn, City rd, Finsbury, Fine Art Publishers. May 2 at 2 at Guildhall Tavern, Gresham st, Coburn and Young, Leadenhall st

Hogg, Waller, Tredegar, Monmouth, Clerk. Apr 28 at 11 at office of Shepard, Queen st, Tredegar

Hunt, James, Halifax, Grocer. Apr 28 at 3 at White Lion Hotel, Silver st, Halifax

Booceock, Halifax

Hurley, Charles James, Hingham, Norfolk, Saddler. May 1 at 3 at office of Sadd and Linay, Theatre st, Norwich

Jackson, Joseph, Jarrow, Durham, Butcher. May 3 at 11 at office of Scott, King st, South Shields

Jacobs, David Henry, Sun st, Finsbury, China Dealer. Apr 24 at 1 at office of Barnett, Palmerston bldgs, Old Broad st

Jewsbury, Seth, Leicester, Boot Manufacturer. May 2 at 3 at 7, Belvoir st, Leicester, Wright

Jones, Thomas, Colonial bldgs, Barbican, Advertisement Agent. Apr 28 at 3 at Cannon st Hotel, Cannon st, Crook, Fenchurch st

Mellor, Thomas, and Benjamin Cox, Bentley, Coal Masters. May 1 at 11 at offices of Duignan and Co, the Bridge, Walsall

Nott, William Daniel, Queen's rd, Dalston, Colour Merchant. May 8 at 3 at offices of Noon and Clarke, Blomfield st

Nuttall, James, Bury, Lancaster, Builder. Apr 27 at 3 at offices of Grundy, Union st, Bury

Pickard, Charles, Halifax, Iron Founder. Apr 27 at 11 at offices of Longbottom, Carlton st, Halifax

Reed, Thomas William, Llanelli, Carmarthen, Butcher. May 2 at 11 at offices of Randell, Frederick st, Llanelli

Roberts, Frank Wreath, Goldsmith st, Warehouseman. Apr 22 at 12 at offices of Woodley and Co, Budwey row, Davies and Co, Frederick's pl, Old Jewry

Rowe, John, Melvern rd, Paddington, Mechanical Engineer. Apr 24 at 3 at offices of Cooper and Co, Lincoln's inn fields

Rugg, James, Brutton, Dorset, Farmer. Apr 24 at 2 at Greyhound Hotel, Wincanton, Nalder, Shepton Mallet

Ryman, Henry, Bath, Publican. Apr 22 at 3 at offices of Tyzack, York st, Bath

Sewell, John, Nottingham, Greengrocer. May 2 at 12 at offices of Brittle, St Peter's chmbs, St Peter's gate, Nottingham

Stokes, William Westley, Leicester, Commercial Traveller. Apr 28 at 3 at offices of Wright, Belvoir st, Leicester

Valley, William, Burnsall, York, Farmer. Apr 29 at 2 at offices of Paget, Wilson's yd, Skipton

Warner, Stephen, Bishop's Waltham, Southampton, out of business. Apr 23 at 3 at offices of Bell and Taylor, Portland st

TUESDAY, April 18, 1882.

Abram, Alfred, Thorne, Norfolk, Iron Founder. Apr 29 at 12 at offices of Bavin and Daynes, Exchange st, Norwich

Allnutt, Benjamin, Bromley, Grocer. May 4 at 3 at Guildhall Tavern, Gresham st, Wheeler, Queen Victoria st

Arkwright, Robert, Preston, Auctioneer. May 3 at 3 at offices of Forshaw and Parker, Cannon st, Preston

Atkinson, Matthew, Acaster Malbis, York, Publican. May 1 at 11 at offices of Young, Low Ousegate, York

Bakk, John Henry, Lowestoft, Suffolk, Grocer. May 2 at 12 at offices of Sadd and Linay, Theatre st, Norwich

Baddeley, Herbert John, Shrewsbury, Clerk. Apr 28 at 11 at offices of Nutsey, St John's hill, Shrewsbury

Baker, Thomas, Clifton, Bristol, Licensed Victualler. Apr 27 at 2 at offices of Clifton and Carter, Broad st, Bristol

Bannister, Robert, Birmingham, Dyer. Apr 25 at 12 at offices of Goodrich and Co, Colmore row, Birmingham

Barry, James, Cardiff, Boot Maker. May 2 at 3 at offices of Tribe and Co, Crockher-ton, Cardiff

Barton, William, Wigan, Lancaster, Provision Dealer. May 4 at 2 at offices of Kennedy, King st, Wigan

Bather, Walter, Selston, Nottingham, Grocer. Apr 26 at 3 at offices of Bird, Weekday cross, Nottingham

Batt, Charles, Denman pl, Portland rd, South Norwood, Grocer. May 2 at 3 at office of Ingle and Co, Threadneedle st

Berry, James, Atherton, Warwick, Chemist. May 8 at 3 at Red Lion Hotel, Long st, Atherton, Pogmore, Atherton

Brightmore, Joseph, Sheffield, Painter. May 2 at 2 at Law Society's Rooms, Hoole's chmbs, Bank st, Sheffield

Buchan, William, Muir, Westmoreland rd, Baywater, of no occupation. Apr 28 at 2 at office of Allingham, Old Broad st

Butterfield, Walter, Great Grimsby, Lincoln, Lodging house Keeper. May 1 at 11.30 at office of Mason, Victoria st, South, Great Grimsby

Carteby, Oliver Richard, Kingsteignton, Devon, Miller. Apr 20 at 12 at office of Southcott, Post Office st, Bedford circus, Exeter. Creed, Newton Abbott

Cattermon, Harry, Albany st, Regent's pk, Fancy Warehouseman's Salesman. Apr 26 at 12 at office of Sampson, Marylebone rd

Churchill, William Beetham, Dorking, Surrey, Licensed Victualler. May 2 at 2 at Gray's inn pl, Gray's inn, Randall and Angier

Clarke, Abraham, Sunderland, Grocer. May 1 at 12 at office of Bowey and Brewis, Fawcett st, Sunderland

Claxton, William, Beechholme rd, Clapton, Inspector of Buildings. Apr 28 at 3 at office of Cooper and Co, Lincoln's inn fields

Conner, George Alfred, Wallingford, Berks, Paper Hanger. May 1 at 11 at Guildhall Tavern, London, Slade, Wallingford

Crickett, George, Ramsgate, Builder. May 1 at 3 at 1 Harbour st Ramsgate. Sparkes Davies, Daniel, Swansea, Glamorgan, Grocer. Apr 28 at 3 at office of Evans and Davies, Wind st, Swansea

Deacon, Arthur Mills, Chapel rd, Lower Norwood, Builder. May 8 at 3 at Guildhall Tavern, Gresham st, Neely, George st, Mansion House

Dennis, William, Osmotherly, York, Shoemaker. May 3 at 3 at office of Teale, Town Hall, Northallerton

Derbyshire, Ralph, and Prince Derbyshire, Manchester, Brick Manufacturers. May 2 at 3 at offices of Astbury and Eckorley, Cross st, Manchester. Chew, Manchester

Duck, John Hill, Leeds, Sheet Iron Worker. Apr 28 at 11 at offices of Hardcastle and Barnfather, Calverley chmbs, Victoria sq, Leeds. Hops and Bedford, Leeds

Dumbleton, Tom, Bristol, Refreshment House Keeper. Apr 28 at 2 at office of Ward, Albion chmbs, Broad st, Bristol

Francis, John, Aberdare, Flannel Dealer. Apr 28 at 12 at office of Beddoe, Cannon st, Aberdare

Fryman, James Hercules, Great Grimsby, Hairdresser. Apr 29 at 11.30 at offices of Mason, Victoria st, South, Great Grimsby

Furber, Alfred William, Hogarth rd, South Kensington, Dental Surgeon. Apr 28 at 3 at King Edward st, Newgate st, Wenn

Garrod, John, Bristol, Boot and Shoe Dealer. Apr 28 at 2 at office of Brown, Corn-st, Bristol

Garwood, Benjamin, Colchester, Essex, Bricklayer. Apr 28 at 4 at office of Jones, Townhall chmbs, Colchester

Geddes, John, Blackburn, Travelling Draper. May 4 at 3 at office of Backhouse, Victoria st, St John's pl, Blackburn

Gibson, Arthur James, Gladstone st, St Georges rd, Southwark, Builder. Apr 28 at 2 at Bridge House Hotel, London Bridge. Sturt, Southwark chmbs, Southwark at Gittos, John, Dudley Port, Stafford, out of business. May 5 at 11 at office of Shakespeare, Churh st, Oldbury

Grace, John, Selby, York, Coach Builder. May 4 at 12 at office of Weddall and Parker, Abbey road, Selby

Grundy, John, Prestbury, Gloucester, out of business. May 1 at 3 at Bell Hotel, Gloucester, Taynton, Gloucester

Hall, Thomas, Odd Rode, Chester, Corn Merchant. May 1 at 12 at office of May, Church Side, Macclesfield

Hall, Thomas, Tytherington, Wiltz, Farm Bailiff. Apr 28 at 12 at office of Bell and Freame, Gillingham, Dorset

Hancock, Frederick, Shepherd's st, Mayfair, Parish Clerk. May 1 at 2 at 40, Churton st, Pimlico, Dutton

Hartley, Sarah, Leeds, Childrens Outfitter. May 1 at 3 at office of Simpson and Burrell, Albion st, Leeds

Hay, Alexander, Uckfield, Sussex, Bailiff. May 3 at 12 at Cannon st, Hotel, London, Langham, Uckfield

Head, Richard William, Westgate, Canterbury, Wheelwright. May 4 at 12 at office of Collard, Castle st, Canterbury

Heaps, John, Robert Heaps, Thomas Feather, and William Lund, Keighley, York, Wringing Machine Makers. May 1 at 3 at offices of Whitley, Keighley, Robinson and Robinson, Keighley

Hemingway, Eliza Ann, Dewsberry, York, Grocer. May 1 at 11.30 at offices of Shaw, Bond st, Dewsbury

Hill, Dudley, Oldswinford, Worcester, Horse Nail Maker. Apr 28 at 11 at office of Price, High st, Stourbridge

Holton, William, Highgate rd, Clerk. Apr 29 at 10.30 at office of Bridgford, Lincoln's inn-fields

Hughes, Francis Lloyd, Denbigh, Horse Breaker. May 3 at 12 at Hawk and Buckle Inn, Vale st, Denbigh, Jones, Denbigh

Hustwit, Joseph, and George Hustwit, Knaresborough, Joiners. May 1 at 12 at office of Kirby, Knaresborough

Hutt, William, Bromyard, Hereford, Draper. May 3 at 11 at Hop Market Hotel, Worcester, Cave, Bromyard

Jones, John Henry, Highworth, Wiltz, Tailor. Apr 24 at 11 at office of Boodle, Albion bldgs, New Swindon

Kerley, Thomas Henry, East Knighton, Dorset, Blacksmith. May 4 at 2 at Bear Hotel, Wareham, Bamford, Wareham

King, Lewis, Portland st, Commercial rd East, Hay and Straw Dealer. Apr 25 at 3 at 49, Bromley st, Commercial rd, East. Archer, Gollatly rd, Lassanne rd

Lawson, John, junr., Whitstable, Kent, Builder. May 8 at 11 at offices of Gibson, West st, Sittingbourne

Lewis, Frederick Price, Rhyl, Flint, Clothier. May 4 at 11 at Crew Arms Hotel, Crewe. Davies and Roberts, Rhyl

Lockett, John, Hanley, Stafford, Painter. May 3 at 12 at office of Heaton, Brickhouse st, Burslem

Mansley, John, Halifax, Joiner. May 2 at 11 at office of Ingram and Huntriss, Hopwood lane, Halifax

Massey, Peter, Kingston upon Hull, Brushmaker. Apr 28 at 12 at the Law Institution, Chancery lane, Jordeson and Whiting

Mathias, John, Burton, Pembroke, Stonemason. Apr 28 at 10.5 at office of Jones, Victoria pl, Haverfordwest

Miles, Joseph Gilbert, Briford, Wilts, of no occupation. Apr 29 at 11 at office of Hodding, Market house chmbs, Salisbury

Miller, George Oliver, Shrewsbury, Telegraph Clerk. May 3 at 11 at office of Scott, Market st, Shrewsbury

Morgan, James, Bursghill, Hertford, Timber Feller. May 2 at 11 at office of Griffith, Broad st, Hay

Morgan, Richard Thomas, Box, Proprietor of a Temperance Sanatorium. Apr 28 at 3 at Royal Hotel, Bath, Salmon, Bristol

Nicholls, Henry Peter, High Offley, Stafford, Grocer. Apr 27 at 11.30 at office of Smallwood, Newport

Nicholas, Tenby, Pembroke. May 12 at 12 at 2, Water st, Pembroke dock, Thomas, Tenby

Norwood, John Joseph, Birmingham, Dairyman. May 1 at 3 at office of Buller and Bickley, Bennet's hill, Birmingham

Orriss, William, Lordship ter, Battersby rise, Harness Maker. Apr 28 at 3 at Mitchell, Thanet pl, Sheppard, St John's hill

Ough, Frederic, King Edward st, Newgate st, Bat Manufactuer. May 4 at 3 at office of Smith and Eldridge, Gt James st, Bedford row

Owen, John, Shepherdess walk, City rd, Grocer. May 2 at 3 at office of Stones and Co, Finsbury circus

Owens, Robert, Milford, Pembroke, Shipwright. Apr 27 at 2 at office of James, Hill lane, Haverfordwest

Philps, Frederick James, Old Kant rd, Corn Merchant. May 2 at 3 at Inns of Court Hotel, Holborn, Godfrey, South sq, Gray's inn

Pinnock, Richard, Michinhampton, Gloucester, Painter. Apr 20 at 12 at office of Kearsy and Parsons, Russel st, Strood

Prince, George, Holland st, Blackfriars, Saw Mills Proprietor. May 1 at 2 at Room B, Cannon st Hotel, Cannon st, West and Co, Cannon st

Pritchard, Robert, Liverpool, Builder. May 4 at 3 at office of Boose and Co, Liverpool

Jones and Pride, Liverpool

Reader, Lawrence, Matlock Bath, Derby, Joiner. May 10 at 2 at St James's Hotel, Derby, Calder, Derby

Reed, Richard, Chawleigh, Devon, Yeoman. Apr 28 at 11 at office of Queen st chmbs, Queen st, Exeter

Roberts, David, Llandudno, Carnarvon, Builder. May 8 at 3 at office of Dempster, Dudley chmbs, Connel st, Llandudno

Robinson, Bold, Congleton, Chester, Licensed Victualler. May 2 at 11 at Old Cheshire Cheese Inn, High st, Congleton. Garside and Spencer, Congleton

Serginson, Edwin, Gower st, Euston rd, Basket Maker. May 3 at 10.15 at offices of Evans, John st, Bedford row

Scott, Charles, Leamington, Warwick, Draper. Apr 28 at 3 at offices of Buller and Bickley, Bennet's hill, Birmingham

Smale, Richard, Teignmouth, Devon, Coach Builder. May 1 at 11 at offices of Southcott, Post Office st, Bedford circus, Exeter

Smith, Edward, Hesley, Worcester, Farmer. May 1 at 3.30 at offices of Miller and Corbet, Church st, Kidderminster

Smith, John, Cardiff, Ironmonger. May 2 at 11 at offices of Williams, St Mary street, Cardiff

Spragg, Gilbert Jones, Larkhall lane, Clapham. May 2 at 2 at offices of Pottiver, College st, College Hill

Squires, Julia, Ralton rd, Herne hill, Stationer. May 1 at 3 at offices of Dommett, Gresham st

Steadman, William, Pontardawe, Glamorgan, Grocer. May 2 at 2 at offices of Harvey and Co, Fisher st, Swansea, Sims, Neath

Stephenson, Joseph, Morpeth, Northumberland, Auctioneer. May 4 at 11 at offices of Francis and Co, Cross House chmbs, Westgate st, Newcastle-on-Tyne, Brett, Morpeth

Taylor, John, Liverpool, Dyer. May 2 at 12 at offices of Carruthers, Lord st, Liverpool
 Thornton, Richard, Derby, Corn Dealer. May 4 at 3 at offices of Moody, Corn Market, Derby
 Truman, George Bretnell, Nottingham, Lace Manufacturer. May 3 at 3 at offices of Wells and Hind, Fletcher gate, Nottingham
 Vint, Mark, Newcastle-upon-Tyne, Saddler. May 1 at 11 at offices of Hodge and Westmacott, Union Chambers, Grainger st, West, Newcastle-upon-Tyne
 Wainwright, John, Park terrace, Park rd, North Acton, Printer. April 29 at 10.30 at offices of Evans, John st, Bedford row
 Walton, Frederick Waters, and William Wrenmore Day, Reading, Silk Merchants. May 4 at 12 at 145, Cheapside. Ashurst and Co, Old Jewry
 Ward, Frederick William, Bevenden st, Hoxton, Gas Fitter. Apr 27 at 3 at offices of Cooper and Co, Lincoln's Inn
 Waters, Benjamin, Eastbourne, Sussex, Farmer. Apr 20 at 3 at New Inn Hotel, South st, Eastbourne
 Wicks, William, Sholdham st, Builder. Apr 25 at 1 at 53, York terrace, Regent's park. Mardon, St Peter's sq
 Williams, David, Stockton-on-Tees, Durham, Boot and Shoe Dealer. Apr 28 at 11 at offices of Draper, Finkie st, Stockton-on-Tees
 Willicombe, Henry, and William Oakley, Tunbridge Wells, Kent, Builders. May 10 at 2 at Guildhall Tavern, King st, Cheapside. Reep and Co, Queen st place
 Withers, William James, Eastville, near Bristol, Accountant. Apr 27 at 12 at offices of Clifton and Carter, Broad st, Bristol

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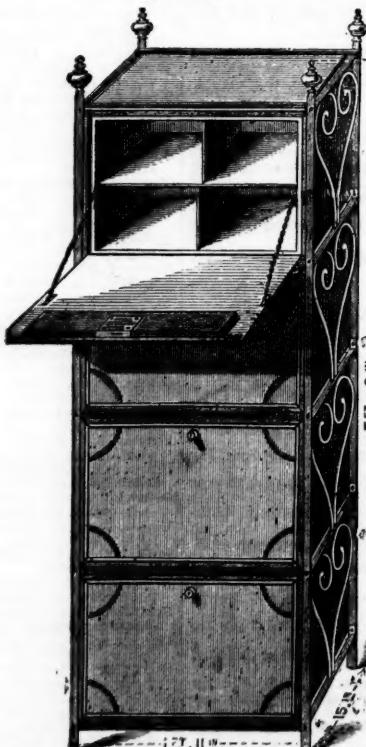
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